United States Court of Appeals

for the Second Circuit



PETITIONER'S BRIEF AND APPENDIX

76-4234&76-4239

UNITED STATES COURT of APPEALS
FOR THE SECOND CIRCUIT

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

v.

JO-JO MANAGEMENT CORP., d/b/a GLORIA'S MANOR HOME FOR ADULTS, AND MEDICAL & HEALTH EMPLOYEES UNION, LOCAL 4, OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO,
Respondents.

ON APPLICATION FOR ENFORCEMENT OF AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD

APPENDIX

VOLUME I

ELLIOTT MOORE,
Deputy Associate General Counsel,

National Labor Relations Board
Washington, D. C. 20570

UNITED STATES COURT OF APPEALS
FILED
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SECOND CIRCUIT

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In the Matter of: Jo-Jo Management Corp., d/b/a Gloria's Manor Home for Adults, & Medical & Health Employees Union, Local 4, et al.

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10.16.74	Charge filed in 29-CA-4050
1.31.75	Complaint and Notice of Hearing in 29-CA-4050, dated
2.11.75	Respondent Employer's Answer, received
3. 7.75	Charge filed in 29-CB-2065
3. 7.75	Charge filed in 29-CA-4250
3.12.75	Respondent Employer's request for an adjournement of hearing, dated
3.18.75	Order Rescheduling Hearing, dated
4.21.75	Order Rescheduling Hearing, dated
5.30.75	Order Consolidating Cases, Consolidated Complaint and Notice of Hearing in Case Nos. 29-CA-4250 and 29-CB-2065, dated
6. 3.75	Order Consolidating Cases in 29-CA-4050, 29-CA-4250, and 29-CB-2065, dated
6. 9.75	Respondent Employer's Answer to Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, received
6.10.75	Order Rescheduling Hearing, dated
7.17.75	Respondent Union's Answer to the consolidated complaint, received
7.23.75	Respondent Employer's telegraphic message requesting adjournment of hearing, dated
7.24.75	Order Rescheduling Hearing, dated
7.29.75	Hearing opened
8.11.75	Hearing closed
3.31.76	Administrative Law Judge's Decision issued
5. 4.76	Respondent Employer's Exceptions to the Administrative Law Judge's Decision, received
5.21.76	General Counsel's Cross Exceptions to the Administrative Law Judge's Decision, received
9. 1.76	Decision and Order issued by the National Labor Relations Board

JD-181-76
Rockaway Beach, NY

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

JO-JO MANAGEMENT CORP., d/b/a
GLORIA'S MANOR HOME FOR ADULTS

and

Case No. 29-CA-4050

LOCAL 1115, JOINT BOARD, NURSING
HOME & HOSPITAL EMPLOYEES DIVISION

JO-JO MANAGEMENT CORP., d/b/a
GLORIA'S MANOR HOME FOR ADULTS

and

Case No. 29-CA-4250

LOCAL 1115, JOINT BOARD, NURSING
HOME & HOSPITAL EMPLOYEES DIVISION

MEDICAL & HEALTH EMPLOYEES UNION,
LOCAL 4, OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, AFL-CIO
Party in Interest

MEDICAL & HEALTH EMPLOYEES UNION, LOCAL 4,
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL
UNION, AFL-CIO

and

Case No 29-CB-2065

LOCAL 1115, JOINT BOARD NURSING HOME &
HOSPITAL EMPLOYEES DIVISION

JO-JO MANAGEMENT CORP., d/b/a GLORIA'S
MANOR HOME FOR ADULTS
Party in Interest

Jack D. Eisenberg, Esq., of Brooklyn NY, for the General Counsel.
Edward Schwartz, Esq., Horowitz & Schwartz, of East Orange, NJ, for Respondent-Employer.
Leon Reich, Esq., Perlmutter & Reich, of New York, NY, for Respondent-Union.
Richard Greenspan, Esq., Greenspan & Katz, of New York, NY, and William Morales, Business Representative, for the Charging Party.

DECISION

Statement of the Case

JENNIE M. SARRICA, Administrative Law Judge: This is a proceeding under Section 10(b) of the National Labor Relations Act, as amended, (29 U.S.C. 151, et seq.) hereinafter referred to as the Act. Based on charges filed on October 16, 1974, a complaint was issued on January 31, 1975, presenting allegations that Jo Jo Management Corp., d/b/a Gloria's Manor Home for Adults, hereinafter referred to as the Respondent-Employer, committed unfair labor practices within the meaning of Section 8(a)(1), (3) and (4) and Section 2(6) and (7) of the Act. The Respondent-Employer filed an answer denying that it committed the violations of the Act as alleged. Thereafter separate charges were filed on March 7, 1975, and a consolidated complaint was issued on May 30, 1975, presenting allegations that Respondent-Employer had engaged in further violations of Section 8(a)(1), (2) and (3) of the Act and that Medical & Health Employees Union, Local 4, Office & Professional Employees International Union, AFL-CIO, hereinafter referred to as the Resondent-Union or Local 4, had committed unfair labor practices within the meaning of Section 8(b)(1)(A) and 8(b)(2), and Section 2(6) and (7) of the Act. The foregoing proceedings were consolidated for hearing by order dated June 3, 1975. The Respondents filed timely answers respectively denying that each committed the violations of the Act alleged. Upon due notice, the consolidated matter was tried before me at Brooklyn, New York, on July 29, 30, 31, August 1, 6, 7, 8 and 11, 1975. Representatives of all parties entered appearances and had an opportunity to particiapte in the proceeding.

Based on the entire record, including my observation of the witnesses, and after due consideration of the brief filed by Respondent-Employer and the oral argument of the General Counsel, I make the following:

Findings and Conclusions

I. Jurisdiction

Respondent-Employer, a New York corporation with principal offices at Rockaway Beach, New York, is engaged in the operation of a nursing home and home for the aged with related facilities. During the year preceding issuance of the initial complaint, a representative period, Respondent-Employer, in the course and conduct of its business operations, derived therefrom gross revenues in excess of $100,000. During that period Respondent-Employer purchased and caused to be delivered to its

to its place of business products valued in excess of $50,000 received from enterprises located in the State of New York which in turn had received said products directly from suppliers located outside the State of New York.

Respondents admit and I find that Respondent-Employer is now, and has been at all times material herein, an employer within the meaning of Section 2(2) of the Act, engaged in commerce and in operations affecting commerce within the meaning of Section 2(6) and (7) of the Act.

II. The Labor Organization

Respondent-Union, and Local 1115, Joint Board, Nursing Home & Hospital Employees Division, hereinafter referred to as Local 1115 or as the Charging Party, are each labor organizations within the meaning of Section 2(5) of the Act.

III. The Alleged Unfair Labor Practices

A. The Issues

1. Whether Respondent-Employer engaged in unlawful threats, interrogation and warnings, gave the impression of surveillance and otherwise interfered with employees' Section 7 rights in violation of Section 8(a)(1) of the Act.

2. Whether Respondent-Employer rendered unlawful assistance and support to Respondent-Union through the foregoing conduct and/or by deducting from wages sums of money as union dues without prior check-off authorizations, in violation of Section 8(a)(2) of the Act.

3. Whether Respondent-Employer discharged O'Toole because of his activity on behalf of Local 1115, because he participated in filing a deauthorization petition with the National Labor Relations Board to recind the union-security provisions of the agreement between Local 4 and Respondent-Employer, in violation of Section 8(a)(3) and (4) of the Act.

4. Whether the Board should defer to the arbitration decision issued in the matter of the O'Toole discharge.

5. Whether Respondent-Union requested the discharge of five named employees for unlawful reasons and whether Respondent-Employer, when it discharged them, knew, or should have known, that the request for the discharges under the existing union-security contract were not based on failure to pay dues and initiation fees uniformly required under that agreement, in violation of Section 8(b)(2) and (1)(A) and Section 8(a)(3) and (1) respectively.

B. Background

Donald O'Toole was hired by Respondent-Employer in April, 1974, as a dishwasher. He joined Respondent-Union that month and solicited union authorization cards from employees on behalf of Local 4. On May 1, 1974, Respondent-Employer and Respondent-Union executed a 3-year collective-bargaining agreement containing lawful union-security and check-off clauses. In the office and presence of Joseph Hagler, administrator of Gloria's Manor Home for Adults, and secretary-treasurer of Jo Jo Management, O'Toole was appointed union steward by Bob Gordon, then president of Local 4.

Sometime thereafter O'Toole asked Gordon for a copy of Local 4's contract with Respondent-Employer and was told by Gordon that there was none. In late June 1974, because of employee inquiries, O'Toole again contacted Gordon and asked about a contract. When Gordon stated that the employees had no contract O'Toole requested that Gordon come and speak with employees. This Gordon did in early July. 1/

C. The Rival Union Activity

In mid-July, 1974, O'Toole contacted Bill Morales, business agent of Local 1115, and arranged a meeting with him for Gloria's Manor employees. O'Toole, thereafter, solicited their signatures on Local 1115's authorization cards. A few days after Local 1115 met with the employees, Hagler confronted O'Toole with a list of names of the employees who attended that meeting. Hagler questioned O'Toole for an explanation of why the employees were not satisfied with Local 4, and why they were turning to Local 1115. Hagler informed O'Toole that this was causing nothing but problems and accused O'Toole of turning against him. O'Toole responded that his concern was for the benefit of the employees and Hagler took exception to this statement. With respect to the list of employees' names, O'Toole testified that Hagler stated he had paid $5 to someone who was at the meeting in exchange for naming those who attended. O'Toole further testified that on a subsequent occasion in Hagler's office in late July, 1974, Hagler told O'Toole that he knew a lot of people and, because of O'Toole's activities on behalf of Local 1115, Hagler could see to it that O'Toole was fired.

1/ Testimony indicates that the matter of dues and initiation fees was discussed at this meeting and Gordon made certain waiver and deferral commitments. Gordon died in early August and his successor subsequently reaffirmed his commitments.

Hagler specifically denied the statement relating to the $5 cost of the list and affirmatively asserted that the only conversation he had with O'Toole relating to O'Toole's Local 1115 activities occurred on an occasion when he arrived at the home at 8:30 a.m. to find that the residents had not been called to breakfast. Upon entering the kitchen to ascertain why, he was informed by the chef that it was because of the union meeting that was going on; O'Toole, who had already punched out, 2/ the dishwasher, and several waitresses had been discussing Local 1115. On that occasion Hagler told O'Toole he would be better off if he would concentrate more on his work than on holding up operations. Hagler further testified that he first became aware of employee activity on behalf of Local 1115 when an employee told him that the employees had been given cards to sign for Local 1115. This was before he received notification of a Local 1115 petition for a representation election filed with the National Labor Relations Board on July 20, 1974. When he received the official notification, Hagler called a meeting of his employees and told them he had a contract with Local 4 and that he had engaged them to work under those circumstances. He asked employees "What happened now?" At that time O'Toole spoke to Hagler and told Hagler he was a chief adherent of Local 1115.

I find in Hagler's testimony confirmation of that of O'Toole, at least in context. Thus, although Hagler asserts there was only one conversation with O'Toole regarding Local 1115 activities, Hagler fixes the context of at least two such conversations: One after he received official notification of Local 1115's representation petition during which O'Toole declared his advocacy of Local 1115 and another when he singled out O'Toole in the kitchen incident to lecture him about devoting his efforts on behalf of Local 1115, despite the fact that O'Toole, alone among the group of employees gathered there, was not on working time, thus indicating it was union activity rather than any inattention to work by those on duty that most disturbed Respondent-Employer. Hagler's testimony as to when he first learned of union activity of employees in connection with Local 1115 reveals that an employee did report the distribution of Local 1115 authorization cards. This first occurred at the Local 1115 meeting in mid-July, and would fix the date of such report after that meeting and before July 20, precisely the time set by O'Toole as the occasion when Hagler told him of an employee's report of the meeting. In these circumstances, I credit O'Toole's testimony.

2/ Sometime during July, O'Toole had been transferred to the job of night switchboard operator and security man.

At about 1:30 a.m. on September 16, 1974 O'Toole went to the kitchen refrigerator for food to take with him to the switchboard. 4/ As he was closing the refrigerator door Hagler entered, excitedly accusing O'Toole of leaving the switchboard unmanned and, proclaiming he was going to fire O'Toole, Hagler directed O'Toole to follow him to the office. O'Toole attempted to respond that the switchboard microphone was on. Once in the office, Hagler took out a file and displayed to O'Toole petitions relating to the 9(e) action referred to above on which O'Toole's signature appeared. 5/ Hagler stated, inter alia, that O'Toole's actions in support of Local 1115 were not doing him any good and were costing Hagler "a bundle for legal fees." Hagler said he felt O'Toole had turned against him and was of no further use to him, and he was discharging O'Toole; going to "throw him out on the street," and "Local 1115 was not going to do anything for him or anybody else." Hagler asked O'Toole to write on Company stationary a statement that he was wrong in doing whatever Hagler accused him of doing. O'Toole refused. Hagler then accused

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4/ O'Toole testified that he was supposed to eat his meal at the switchboard and that he was not eating in the kitchen but had merely gone there to get food. O'Toole denied he was ever informed he was to eat before 10:30 when the evening switchboard operator was still on duty. At first Hagler testified that the only instruction he gave O'Toole was that he was to eat at the switchboard, and he never complained. Hagler also stated he never gave O'Toole instructions about getting food. Later Hagler testified that O'Toole had the option of going to the kitchen when he came to work between 10:00 and 10:30 p.m. and eating a meal prepared by the chef or of bringing his own food and eating at the switchboard. Still later Hagler testified he left instructions with the evening switchboard operator for the night man that he sould come in a half hour early to receive instructions and to get food from the refrigerator because he was not to leave the switchboard and had no lunch break. The inconsistencies in his testimony are obvious and make his testimony unreliable.

5/ O'Toole testified he did not know that a union-security contract between the Employer and Local 4 existed and that he understood the two documents he signed seeking a Section 9(e) election were to recind the dual-purpose union membership check-off cards signed in favor of Local 4. He further testified that he was never relieved of his position as shop steward for Local 4, had never received a copy of Local 4's contract with Respondent-Employer, and never saw one until after his discharge.

O'Toole of negligence on the job--specifically, of not bringing chairs into the building at night. O'Toole referred Hagler to their previous conversation concerning this matter. 6/

According to O'Toole, before he left the premises, Hagler stated that he would consult with his attorney to ascertain whether it would be in his best interest to hire O'Toole back and that O'Toole should come in to see him the following Thursday. When O'Toole returned on the designated day, Hagler stated he had been unable to reach his lawyer and had decided to let the discharge stand, adding that there was nothing personal in it, but that O'Toole's involvement with Local 1115 rendered him of no further use.

According to Hagler, he found O'Toole in the kitchen at 1:30 a.m. preparing food for himself and told him to punch out and leave. O'Toole followed him into the lobby and asked him to reconsider but he refused stating he had given O'Toole a number of chances. O'Toole came back the following Thursday and asked him to reconsider. He refused. Hagler denied asking O'Toole to sign anything when he discharged O'Toole.

6/ O'Toole testified that he was instructed by Hagler at one time to bring the lawn chairs into the building when he secured the gates and doors and to put them in a designated place. O'Toole pointed out to Hagler that if he placed the chairs there they would block the fire exit and constitute a danger to the residents. O'Toole told Hagler that from the switchboard he would be able to see the chairs in the front lawn and that, as long as he was responsible for security and safety of the residents, he would not place the chairs where Hagler had designated. Hagler made no comment in response and O'Toole continued to leave the chairs in their normal location. O'Toole testified that he had never received a complaint about doing so.

Hagler testified that the morning porter reported to him that some outdoor chairs were missing. Hagler knew this to be true because he knew how many he had purchased. That evening he spoke to O'Toole about bringing in furniture. Hagler admitted that O'Toole protested regarding stacking the chairs in the designated fire exit and asserted he told O'Toole if he could not put the chairs in the fire exit to put them in the front lobby. Hagler stated that O'Toole never refused to bring in the outdoor furniture but frequently did not do so. Hagler stated he had received complaints about the furniture being left out three, four or five times, but had no such complaint on the evening of O'Toole's discharge.

Hagler denied offering O'Toole $200 either to come back to work or not to come back. 7/ Hagler also denied telling O'Toole he was costing a bundle of money in lawyers fees or that Local 1115 was the cause of his problems, that he was being fired because of his Local 1115 activity, or that Hagler could not hire him back because of his Local 1115 activity.

Hagler related two additional incidents which occurred during O'Tool's employment as night switchboard operator and security man. One involved an occasion when a resident needed an ambulance and it was reported that O'Toole had to be signaled at the switchboard eight or ten times. On the other occasion O'Toole was going to be late so he called in and a fellow employee punched his timecard for him before he arrived. Hagler confronted O'Toole at the time and warned him not to repeate such conduct.

Respondent-Employer contends that O'Toole's testimony should not be credited because he testified that what Hagler took from the file and threw on the desk at the time of discharge were the two petitions that had been circulated for signatures among employees and the General Counsel admitted that the Board does not supply an employer with copies of documents supplied to support a UD petition. However there is no evidence that either of the two documents identified were actually used to support the petition filed with the Board. Nor is there evidence proving that no copies of those documents were made which could have found their way into the file of Respondent. Moreover, even if O'Toole was mistaken as to what documents were shown him, this would hardly be sufficient cause to destroy his credibility when their display was made in the distracting context of his being discharged. I find O'Toole's testimony generally credible.

The General Counsel emphasizes the timing of the discharge in relation to Respondent-Employer's notification of the deauthorization petition and the precipitous nature of the discharge as pointing to an

7/ O'Toole testified that sometime in December 1974, he received through his brother, who still works at Gloria's Manor, a message to contact Hagler. In Hagler's office where he went in response to this message Hagler told O'Tool that the case at the National Labor Relations Board was becoming too much of a hassel and offered O'Toole his job back and $200. O'Toole declined. O'Toole began new employment elsewhere on December 22, 1974, and testified that he was not interested in returning to his old job at this time. I view this testimony as relating to attempted settlement and therefore as having no bearing upon the merits of the case. However, O'Toole's testimony with respect to his lack of interest in reinstatement is relevent in fashioning the remedy.

unlawful motive. The timing clearly suggests that the presence of O'Toole's name on the UD petition as a sponsor was a precipitating factor. Hagler's annoyance with O'Toole's Local 1115 advocacy admittedly had been clearly expressed to O'Tool when he caught O'Toole in the kitchen while off duty discussing the merits of Local 1115 with fellow employees and warned him that such activity was not to his own best interest.

According to Hagler's own version, he remained at the Home for the night for the purpose of performing certain official duties and had retired before O'Toole came on duty. When he was unable to sleep he came to the kitchen where he found O'Toole preparing his food, and simply told O'Toole to punch out and leave. Hagler's own vascillating testimony as to what O'Toole's instructions were with respect to his meals while on duty, together with related facts, namely: that many of O'Toole's official duties required him to be away from the switchboard, and a microphone system enabled O'Toole to monitor the switchboard wherever he might be; O'Toole was not eating his meal in the kitchen but merely getting it to carry back to the switchboard, 8/ not clearly against any rule or instruction; and no emergency or even inconvenience had been caused by his absence from the switchboard on this occasion, convinces me that his presence in the kitchen was not the real cause for O'Toole's discharge. Nor do I find in Hagler's alleged comment after O'Toole's discharge that he had given O'Toole a number of chances, a sufficient basis for finding any prior work incident to be part of the cause for discharge. There is no evidence that there had been any prior warning or reprimand relating to the outdoor furniture or to any delay in responded to a switchboard signal. 9/ The verbal reprimand relating to punching the time clock carried no general warning of discharge and the only other warning related to O'Toole's union activity on behalf of Local 1115 and, as found above, was unlawful.

8/ In this respect I also note the inconsistency in Hagler's testimony at the hearing herein and the statement of facts attributed to him by the arbitrator in the decision rendered on O'Toole's discharge to the effect that O'Toole was seated eating his meal in the kitchen.

9/ Residents in difficulty had only to remove the phone from the cradle to signal for help. With the microphone system in operation it was necessary for O'Toole to return to the switchboard from any location in order to identify the room originating the signal or to answer the phone. His return to the switchboard, of necessity, would require time. And, with his other work assignments requiring his absence from the switchboard, it would be inevitable that occasions would arise, and complaints would, occur when the switchboard did not respond immediately. Accordingly, I place no significance on testimony concerning the few complaints which occurred since obviously Respondent-Employer did not find them significant at the time. Further, the (Continued)

In all the circumstances, and on the basis of the credited testimony, I find that Respondent-Employer discharged O'Toole because of his union activity on behalf of Local 1115 and because he sponsored the petition filed with the Board to withdraw authority to maintain the union security provisions of Respondent-Employer's contract with Local 4. In discharging O'Toole for these reasons, and in refusing to reinstate him, I find that Respondent-Employer violated Section 8(a)(3), (4) and (1) of the Act.

Respondent-Employer has presented a copy of an arbitration decision issued October 31, 1974, and urges the Board to defer to that decision in which it was found that Donald O'Toole was discharged for just cause. The General Counsel opposed deferral on grounds that there was no adequate notice, and Local 4's interests were not in harmony with those of O'Toole because of his activities on behalf of Local 1115.

The arbitration hearing was conducted on October 25, 1974. The only notice of hearing given was a telegram dispatched by Local 4 at 11:26 a.m. on October 23, 1974. Two days is hardly adequate notice to prepare for such a proceeding. Moreover, there is no evidence that such notice was actually received by O'Toole, and O'Toole denies that he received it; asserting that his first knowledge of the arbitration came at the time he visited the Board Regional Office on November 22, 1974. Nor does it appear that any of the contractual grievance procedure steps short of arbitration were followed which might have given O'Toole advance warning that a proceeding involved his interest and rights was about to take place. I agree with the General Counsel that no adequate notice of the proceeding was given. I also agree that O'Toole's activities in earlier attempting to displace Local 4 with Local 1115 and his activities, concurrent with the discharge, of attempting to revoke union security provisions in Local 4's contract, clearly establish that his conduct was diametrically opposed to the interests of Local 4 and that this raises a presumption that Local 4 would not adequately protect O'Toole's interests. In such circumstances deferral to arbitration award is not appropriate. 10/

9/ (Continued) matter of missing lawn chairs and the night storage of these had been the subject of an earlier discussion without a warning being issued and, although Hagler admittedly knew O'Toole was not bringing in the chairs on a number of occasions, this was not viewed to be of sufficient significance to warrant his insistance that they be brought in, or a warning. Accordingly, I find that these matters had no bearing on the cause for O'Toole's discharge.

10/ Spoilberg Manufacturing Co., 112 NLRB 1080; Booth Services, Inc., 206 NL 862, 866. Moreover, because questions of violations of Section 8(a)(4) involve, not matters concerning the administration of a contractual rela tionship, but the protection of the integrity of the Board's own process which the Board, itself, can best police, I find deferral to arbitration inappropriate for this additional reason.

E. Other Events Following Rival Union Activity

The first pay period in September, 1974, and each succeeding month thereafter, Respondent-Employer deducted union dues from the pay of each employee covered by the May 1, 1974 contract with Local 4. A number of employees had not signed Local 4's dual-purpose union membership application and checkoff card, 11/ including Mary Abernethy, William Cleary, 12/ Katheryn Curry, Joan Gruenke and Wanda Sullivan who were later discharged for failure to meet their dues obligations under the union security provisions of the contract.

According to Hagler, after the Local 1115 union activity began in mid-July, he advised every new employee he interviewed that the Company had a collective bargaining agreement with Local 4, and that there was another union on the scene trying to make some kind of a disturbance, but his contract was with Local 4 and it made no difference to him what they thought about unions. All employees discharged under the union security provisions were hired after such rival union activity began. Although each verified some similar conversation wherein Hagler told each the Company was having union problems in that one union was there and another one was trying to get in, three testified that Hagler did not identify the unions involved and two recalled his statement that it was up to the employee whether he or she wanted to become a union member. Only Curry, hired after the first check-off deductions were made, testified that Hagler told her the Company had a contract with a union. She was told by Hagler that she would automatically become a member and would have to pay union dues. He did not mention initiation fees or how much the union dues would be. Even Hagler's testimony does not suggest that he advised employees of the union security obligations under the contract

11/ The single card was entitled "Application and Checkoff Authorization Blank" and carried the following legend:

> I, the undersigned, hereby apply for membership in the above Local Union and I authorize it to represent me for the purpose of collective bargaining, and I authorize and irrevocably direct my Employer to deduct from my wages initiation fees, monthly dues, and assessments, to become due to it as the periodic dues, initiation fees and assessments uniformly required by said Local Union as a condition of acquiring or maintaining membership, and in compliance with the Labor-Management Relations Act of 1947 . . . .

There followed a paragraph on revocability, and blanks to be filled in for pertinent employment information and employee signature.

12/ Cleary testified he signed a Local 4 membership card at the request of the switchboard operator and on the urging of shop steward O'Toole shortly after he came to work. He did not know what was written on the card but described it as a blue and white card. He (Continued)

and, assuming Hagler was as explicit as Curry indicates when he hired her, the advice was not accurate as to what steps she was required to take under the union security provisions to retain employment. Nor did any Local 4 representative take any steps to do so, despite the fact that early in her employment Curry asked the shop steward Evelyn O'Connor to see a business agent of Local 4.

Dues were first deducted from the pay of Abernethy, Cleary, Gruenke and Sullivan on October 9. Abernethy asked the bookkeeper, Barbara Perlstein about the $6 deduction. Perlstein said "It's union dues." Abernethy protested she had not signed an authorization for their deduction. Perlstein replied, "Well everybody had it taken out." and gave her a Local 4 card. Abernethy did not sign the card. Gruenke and Sullivan also spoke with the bookkeeper in October when the $6 dues were deducted. The first deduction from Curry was in November. She spoke with the bookkeeper who gave no explanation but sent her to see shop steward Evelyn O'Connor. Curry asked O'Connor why dues were deducted from her pay when she had given no authorization and had signed no card. O'Connor told Curry, "You're automatically in the union after you are here four weeks and Mr. Hagler deducts $6 from your pay for the union." Curry argued that this was not appropriate and that if the Union wanted to deduct money from her pay she wanted to see a card from Local 4 with Local 4's name on it showing that she actually belonged to Local 4, and she would sign for the dues deduction. After Cleary spoke with Curry, he went to the bookkeeper and asked why the union dues were being taken out of his pay. Perlstein informed him that these were Mr. Hagler's instructions. Gruenke, who had already spoken with the bookkeeper, went to see Hagler about the dues deduction the following month. Hagler merely informed her it was for the Union. He did not say that it was required under the contract.

Cleary, Abernethy and Gruenke all signed the August 19 and September 6 documents seeking 8(e) action and each signed a union membership cards for Local 1115 in August. The election on the UD petition which was filed in September was scheduled for October 11.

Curry testified that, in the dining room before the election, Hagler asked her what she thought of the Union. She responded "What about the union?" Hagler asked how she was going to vote and stated,

12/ (Continued) also testified that he protested to the bookkeeper when dues were deducted from his pay that he had not signed an authorization therefor. No Local 4 authorization card signed by Cleary was produced at the hearing and I presume that one was not in the possession of either Respondent.

"Don't you think Local 4 would be the right choice." Curry stated she did not think it was right for him to even suggest how she should vote or which was the better union. Hagler walked away. Hagler specifically denied that this conversation ever took place and further asserted that there was no election in which a choice was to be made between the two Unions. While I do not view the nature of the election being conducted as negating the existence of the concept in the minds of the participants that it was in substance a contest between Local 4 and Local 1115, I am not convinced that the weight of the evidence, even allowing for demeanor, establishes that such interrogation took place. Accordingly, I do not find a violation of the Act on the basis of this testimony.

Gruenke testified that while the voting was in progress, she entered a hallway outside the dining room and came upon Hagler about 4 feet away talking to Wanda Sullivan and an employee named Loretta. Hagler asked Wanda if she had voted in his favor and Wanda said yes. Loretta was crying because she mistakenly voted against Hagler. Hagler denied this incident. Loretta did not testify, and Wanda Sullivan who did testify was not asked and made no reference to this incident. Gruenke further testified that later that day in the lobby she was standing 4 or 5 feet from Judith Hagler, wife of Joseph Hagler, who was talking to an employee named Steve and Johnnie, the porter. Mr. Hagler was also present. According to Gruenke, she heard Steve ask Mrs. Hagler what would happen if he did not vote. Steve said he did not want to vote because he did not want to hurt either party. Mrs. Hagler replied, "a boss can make it difficult." Both Mr. and Mrs. Hagler denied this incident. Here again, available participants in the alleged conversation were not brought in to testify. It seems curious that the porter would ask Mrs. Hagler such a question when the boss, Hagler himself, was standing there, and if Mrs. Hagler gave the answer alleged, one wonders why the employee did not turn to Mr. Hagler for a more specific answer. I am not persuaded that the preponderance of the evidence is on the side of the General Counsel's allegations. Accordingly, I shall not base a finding of unlawful conduct on Gruenke's testimony relating these two incidents. 13/

Cleary testified that about 2 hours before the election, Hagler stated to him that if he liked his job he would know how to vote. Cleary made no reply and Hagler walked away. Hagler gave a general denial. I was impressed with Cleary's demeanor as a witness and with the simplicity of his account, and credit him as against Hagler's general denial. I find that Respondent-Employer thereby engaged in unlawful interference, restraint and coercion in violation of Section 8(a)(1) of the Act.

13/ In view of my determination herein, I find it unnecessary to determine Judith Hagler's supervisory or agency status.

In mid-November shop steward O'Connor notified employees to attend a meeting of Local 4 in the dining room of Gloria's Manor. Vincent Gulino introduced himself as the new president of Local 4. A composite of the credited testimony of employees indicates that at this meeting Curry was elected the new shop steward. Curry asked Gulino why the $6 was taken from her pay when she had not signed a checkoff authorization and had not seen a Local 4 agent before, nor had she received or signed any card. Gulino stated he had no authorization cards with him but she was not to worry about it because "after you're working four weeks you automatically are in the union regardless if you sign a statement or not." Curry raised the question of the amount of the initiation fee and Gulino stated it was $35 but that he would waive it for present employees because this was a new Company and they were starting from scratch; new employees at Gloria's Manor from then on would have to pay the $35. 14/ Gruenke asked what the $6 dues was for and Gulino stated it was for his representing them. Abernathy questioned why $6 had been taken from her pay without a checkoff authorization, and stated that if the dues were going to be deducted she wanted a union identification card. Gulino told her to forget about that matter; that he had other things he wanted to talk about.

Gulino then referred to the employee activity on behalf of Local 1115 and said he wanted employees to sign a statement that they would have nothing further to do with Local 1115. Employee benefits were discussed and employees asserted they wanted a better contract. Gulino stated that as long as employees were meeting with Local 1115, he was in no position to bargain with Hagler for them. Employees indicated that they would sign such a statement if Gulino would bargain with Hagler on their behalf "in good faith." He told Curry to get a blank sheet of paper and call him the next day at which time he would tell her what to write on it. Curry stated she wanted the document on Local 4 letterhead

14/ Gulino testified that at this meeting he assured employees Local 4 would live up to the commitment Bob Gorden had made with them at the time he was organizing Gloria's Manor. Gulino testified he understood the commitment had been made to the employees by Gordon in February, March or April, 1974, that initiation fees would be waived for those employed when the contract was signed and would be deferred until the contract's first anniversary date for all those hired after the contract's execution, so that no one would have to pay initiation fees until May, 1975. In view of the difficulty Gulino had in clearly stating the conditions of this waiver/deferral commitment as he understood it, I view it as entirely likely that the commitment by Gordon was as described above but that Gulino stated it to the employe in November in a fashion which led them to understand that the waiver applied to all those employed at that time. I do not view the difference significant, however, in the context of this case for the reasons stated infra.

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stating exactly what it was Gulino wanted employees to sign and she would have it signed for him. Curry also stated she wanted a copy of Local 4's contract with Respondent-Employer.

Curry was supplied with a copy of the Local 4 contract with Respondent-Employer about 2 weeks later and after she looked it over Curry spoke with Hagler in his office. She told Hagler she had received a copy of Local 4's contract and that from what she had read "it was from the year one" and was "made for 1918" whereas this was 1974. Hagler told Curry "we can always get together; we can add on to the old contract, or we can make up a new contract." Curry stated she wished to ask her attorney about this. Curry related to some of the employees the benefit provisions contained in the contract, then contacted Local 1115. A meeting was arranged for Morales to meet with employees at 8:30 p.m. at Rogers Hotel restaurant on November 26, and Curry notified the employees.

About 2 hours before the scheduled Local 1115 meeting Hagler came into the kitchen and asked Cleary whether he would like to go for a drink after work. Hagler mentioned three nearby bars including the one at the Rogers Hotel. Cleary said he would go but Hagler left Gloria's Manor before Cleary finished work and Cleary went to the Local 1115 meeting. I do not find in this invitation a sufficient basis for holding that Respondent-Employer thereby gave the impression of surveillance of the employee union activities, which I presume was the basis for presenting this evidence.

At the Local 1115 meeting Morales obtained employee signatures on new Local 1115 authorization cards. Abernethy, Cleary, Curry and Gruenke each signed one. Curry informed the group at the meeting concerning the benefit provisions contained in Local 4's contract 15/ and Morales told employees what the Local 1115 contract benefits were. At that meeting, O'Toole, the discharged former Local 4 shop steward who had not previously known the provisions of Local 4's contract, urged employees to try to get better benefits from the Employer.

The day following the Local 1115 meeting Hagler spoke to Curry and told her he had heard she had arranged the Local 1115 meeting; that she could call as many meetings with Local 1115 as she wanted to but it would be to no avail and would be of no benefit to her co-workers; and that the Local 1115 activity did not mean a thing because Local 4 had a signed contract for 3 years and there was nothing the employees could do about it. The General Counsel failed to file a brief and did not state the theory of what violation this evidence was produced to prove. I do

15/ Curry testified that, although she had read the union security provisions of the contract, she did not mention them to employees but confined her discussion to the benefits provided.

not find a sufficient suggestion of surveillance to hold Hagler's statements unlawful and his statements, which are in the nature of information and opinion, do not otherwise exceed lawful bounds.

Shortly after the November meeting of Local 1115 at the Rogers Hotel, Gruenke asked Hagler whether there was an employee medical plan which would cover expenses for her son who was sick. Although her inquiry was for insurance coverage, Hagler offered her a loan of money to pay her expenses. Gruenke refused. Hagler then commented about her going to bars. Gruenke responded that she did not go to bars. Hagler then told her that a doctor connected with the Home would give her medical services. Here again, in the absence of a brief, I must assume that the General Counsel would have me infer that Hagler's reference to Gruenke going to bars related to the recent Local 1115 meeting at the Rogers Hotel and that Hagler offered medical assistance to Gruenke only after her denial that she went to bars implied that she denied being at the Local 1115 meeting. I regard this as much too tenuous a thread to support a finding of unlawful conduct.

Sometime around the first week of December, Local 4 supplied Curry with a document for employees to sign which stated, inter alia, that they wanted Local 1115 to stop harassing them. Curry obtained the signatures of employees on such document on various dates between December 7, and 13, 1974, telling employees as she did so that as soon as all had signed Local 4 was going to bargain with Hagler for better benefits for them. When Gulino was given the completed document in mid-December, he told Curry and Abernethy he was going to bargain for them. Curry told Gulino what benefits the employees wanted added and Gulino wrote them down.

Curry testified that one Sunday in December, as she was leaving work Joseph Weisblum, a general partner in the home who is not active in its operations and is present only about once a week, called her into the bookkeeper's office and asked her if she liked working for Gloria's Manor. When Curry said yes, Weisblum stated that if she continued on with seeking help from Local 1115 she would no longer be employed at Gloria's. Weisblum testified that it was possible he had a conversation with Curry and asked how she liked working there, but denied that he ever spoke to her or any employee in any respect regarding either Union. I note that other evidence establishes that for personal reasons Curry was absent from work between December 23, 1974 and the first of the 1975, and that from the first weeks of December, Curry was active on behalf of Local 4 rather than Local 1115. I credit Weisblum's denial and find no unlawful conduct personally committed by Joseph Weisblum.

In early January, 1975, Gulino came to Gloria's Manor and held a short meeting with those employees present. Abernethy asked Gulino for her union identification card but Gulino stated he had none with him. Gulino told the employees that he was going in the office to bargain for them with Hagler. He invited Abernethy and Curry to accompany him. Abernethy declined but Curry joined him. In addition to Hagler and Gulino, Curry testified that an unidentified individual from the "Internatonal" was also present at the meeting in Hagler's office. Curry stated what additional benefits the employees wanted in their contract. 16/ Hagler stated he would call his attorney and let them know within 5 days whether they would have a new contract or add to the old contract, but he would do his best to get a better contract for his employees. Curry never heard anything further about increasing the contract benefits so she contacted Morales of Local 1115 and consulted with him as to whether there was difficulties in amending a contract if Hagler could give employees the benefits she had requested. Morales advised her that it could be done. Curry arranged another meeting of the employees with Local 1115 at the Rogers Hotel on January 25, 1975. Most of the discussion at this meeting related to the National Labor Relations Board petitions. 17/ New cards were signed by employees for Local 1115, among them the five individuals involved herein.

When Abernethy signed for her first February pay, the bookkeeper told her "Here is the card you have been asking for" and gave her a Local 4 membership/ checkoff card stating "sign it and return it to me as soon as possible." Abernethy had been asking the bookkeeper for a Local 4 identification card to show that she was a member. When Abernethy saw what the card was she told the bookkeeper it was not the card she had been looking for; she was already paying dues. Sullivan was also given a Local 4 membership/checkoff card to sign at this time by the bookkeeper, but did not sign it.

Hagler testified that Barbara Perlstein, his bookkeeper, works in an office adjacent to his where there is an open partition. He instructed the bookkeeper that there was a collective bargaining agreement and that

16/ Curry enumerated the benefits which employees were requesting as 2 weeks vacation with pay after 1 year; $3.37 per hour for all employees, a medical and health plan, 10 paid holidays a year, sick pay with 1 week pay bonus for employees who used no sick leave during the year.

17/ In mid-January employees learned that the October UD election was inconclusive. Also, at that time Local 1115's appeal from the dismissal of its RC petition was still pending.

the Union would require employees to pay dues and initiation fees pursuant to the contract. There was at least one occasion when the bookkeeper consulted him regarding union dues of an employee and he told her to get in touch with the Union. I find that in handling employee' pay inquiries and in soliciting the dual-purpose membership/checkoff cards on behalf of Local 4, bookkeeper Perlstein was acting as agent of Respondent Employer and that said Respondent is responsible for her actions in these respects.

Hagler testified that a Local 4 representative checked with the bookkeeper and found there were a number of employees who had not signed checkoff cards. Gulino testified he learned that dues were being deducted but not forwarded and there were no checkoff cards for those employees. He infirmed Respondent-Employer that without checkoff cards it was illegal for Gloria's Manor to take the dues from the employee's pay, and advised the Company to return the money. He then gave the employees until the end of February to pay up their dues. 18/ According to Curry, at the beginnin of the week of February 24, 1975, Gulino came into the dining room at Gloria's Manor with a paper he asked her to sign. Gulino did not say what the paper was. Curry did not read the paper. Rather she brushed it aside and demanded to know where he had been. Gulino said he had been busy. He told Curry that if she did not sign the paper she was no longer the shop steward; her union dues would be returned to her; and she would be fired. I

18/ Gulino testified he was catching up on union records in the latter pa January when it came to his attention that dues were not being paid b employees at Gloria's Manor and that he did not have authorization ca for those employees. He went to the home on a date not specified and started giving out cards and telling employees to bring the dues up t date. Assertedly, he told some of the employees that if they did not bring the dues up to date by February 10, they were going to be termi ated under the contract. Gulino did not identify who these employees were. He stated he had no list with him so he spoke to all employees who were working that day. Later Gulino changed his testimony to set the deadline date which he gave as February 28. Gulino also testifie that he told the same thing to the five dischargees and to LaPaz; tha none of them asked how much they owed; and that Sullivan said she had been paying and he told her the Union had not been receiving it so sh would have to make good. A couple of the employees stated they were going to talk to Curry.

19/ Gulino testified that when he had seen all of the employees working that day, he went into the dining room and found the five dischargees around Curry. Gulino approached Curry and she said "get away from me --where have you been for five weeks," referring to the failure(Conti

I do not credit Gulino's testimony that he gave any of the employees notice to bring their dues up to date. The many internal inconsistencies in his testimony as well as with other record evidence, and his general demeanor convinces me that his testimony is not reliable. It is clear that Gulino was made aware of the fact that dues were being deducted from the pay of employees who had not signed checkoff cards in the November meeting with employees. Other evidence suggests that the parties learned in mid-January that Local 4 had not lost the UD election, and sometime before February 24, Gulino spoke with the bookkeeper and ascertained that a number of employees had not yet signed the dual-purpose membership/checkoff card for Local 4. The date thereof does not appear. However, when she distributed the checks in early February, the bookkeeper attempted to obtain the needed checkoff signatures and when she was unsuccessful in obtaining signed cards, Gulino came to the Home and sought Curry's signature on a document, the identity and purpose of which is undisclosed, but which inferentially would permit him legally to accept the dues which had been withheld from employees. Thus, Gulino threatened to return Curry's dues and have her discharged if she did not sign the document which he had with him. When Curry refused and instead agressively censured him for not carrying out negotiations for contract amendments, Gulino advised Hagler to refund the dues of employees who had not signed union checkoff cards.

On February 24, Hagler refunded to certain employees moneys checked off for union dues for which they had not signed checkoff authorizations. 20/ Hagler stated that "basically" he told each employee his bookkeeper was in error when she removed $6 a month from their pay without authorization and, therefore, he was returning the moneys deducted. Abernethy testified that Hagler merely stated when he gave her the check that it was a refund of union dues and asked her to take a similar check

19/ (Continued) to negotiate for the contract rider. Gulino replied, "I'm not here for that." Curry said, "then get out of here, I don't want no parts of you." The employees with her (Abernethy, Cleary, Gruenke, Sullivan and Curry) all refused to accept cards. Gulino told Curry, "if you don't bring dues up to date by the end of February you will be discharges." Curry said she was not going to pay dues because she did not receive the benefits promised.

20/ Checks were: $30 to Abernethy; $24 to Curry; $30 to Sullivan; $24 to Gruenke; and $30 to Cleary. It is not clear that these were the only refunds made except for LaPaz. On the other hand, it is not clear that there were others who had not signed checkoff cards for whom dues were deducted. The evidence does show that there were dues deducted from the pay of employees for whom no union "ledger card" showing receipt of such dues was submitted by Respondent-Union. Nor was a "ledger card" presented for any of the dischargees.

to Joan Gruenke who was not working that day. Hagler did not tell her why the money was being returned and she did not ask. "Union dues" was written on the check. Curry testified that Hagler handed her the check and stated he was told by the Union to give her a check for her union dues. She thanked him and left the office. Cleary recalled Hagler gave him the check marked union dues and stated it was a refund; the Union did not want him in the Union anymore. He denied that Hagler told him the dues were being returned because they had been improperly deducted, and asserted that there was no conversation regarding how he was to pay the dues after he received the refund.

On February 26, Hagler wrote Local 4 the following letter:

> As per your instruction I have returned the union dues to the employees that you have indicated to me are not union members, because they have not signed union authorization cards.

On Friday, February 28, 1975, Henry Fineguerra, vice president of Local 4, was in the lobby of Gloria's Manor. The switchboard operator summoned the employees involved by name to come to the desk in the lobby. Abernethy testified that Fineguerra said he was from Local 4 and informed her that she owed $71. Abernethy asked what it was for. Fineguerra replied, "union dues and initiation fees." Abernethy asked Fineguerra whether he was carrying any identification to prove he was from Local 4. Fineguerra stated he had none. Abernethy asked what she would get for $71 and Fineguerra replied she would get "job security." Abernethy asked him what he would get for her money and Fineguerra did not answer. Abernethy returned to her work. Abernethy further testified that Fineguerra did not say how much of this was for dues and how much was for initiation fees; he did not identify the period covered; he did not tell her to whom to make payments; he did not discuss the method of payment; and he did not say when she should pay the $71.

Cleary was told by Fineguerra when he responded to the call that he owed $71 in initiation fees and dues which he would have to pay or he would be discharged. Cleary stated he had paid his union dues already. Fineguerra said he had never received them. Fineguerra had a long paper with writing on it which he stated Cleary would have to sign. Cleary refused to do so. At no time did a Local 4 representative tell Cleary when dues and fees were to be paid or how.

Curry went to the lobby on a report from Cleary that he had just been fired by Fineguerra who had demanded $71. When she entered the lobby Fineguerra called Curry over and told her she owed $65 and "if she did not pay it she was fired." Curry asked what the $65 was for, and Fineguerra said it was for union initiation fees and dues. Curry replied that she did not owe the Union anything, she had been paying her union dues and was

a member in good standing. 21/ In Curry's presence, Fineguerra demanded of another employee, LaPaz, $71. LaPaz also protested she did not have the money and did not owe it. Fineguerra asked LaPaz to sign a paper which he had.

Fineguerra testified he spoke to the three or four employees present, and that he did mention to each a sum which was the amount of dues to date plus initiation fees. 22/ He also testified that he spoke, on Monday, 23/ with those whose names are written in on the discharge demand letter. I credit the testimony of the various employees, and find that Fineguerra demanded the full amount and/or the signatures on the mysterious document, then and there, without further explanation.

21/ Curry testified she then spoke with Hagler and asked whether the Union could fire her. Hagler told her the Union could fire her for nonpayment of dues. Curry asked whether she should go back to work. Hagler told her to do so and he would check with his attorney on this matter. Hagler did not testify concerning a conversation with Curry but did testify that he spoke with Curry, Cleary, Cruenke and Sullivan in the dining room on February 28, and expressed his desire to keep them because he was pleased with their work and he did not want to discharge them. He asked them to straighten out their business with the Union if there was any way they could. He also testified he told the same thing to Abernethy on Sunday, March 2. The dischargees were not called on rebuttal to deny this testimony. Other evidence indicates that Hagler had no request for their discharge on February 28. The oral demand was made to Mrs. Hagler after he had left and Mrs. Hagler had insisted that the Union put its demand in writing. It would appear that Hagler may be confusing part of the events of March 3 with those of February 28.

22/ At first Fineguerra set the date as February 18 but in later testimony he changed this to February 28. He testified that he merely asked the employees what their intentions were. Although Fineguerra denied demanding a flat sum then and there, he admitted mentioning the total amount and failed to testify as to precisely what he said about the amount stated. Fineguerra claims he was not asking for the money at that time but told them to sign the dues checkoff authorization. This is inconsistent with Culino's assertion that February 28, had been given employees as the deadline date on which they were to have brought their dues up to date, and with Fineguerra's presentation of the oral demand for their discharges later that day.

23/ Fineguerra testified he went back March 3 with the letter because Mrs. Hagler insisted the discharge request be in writing. He also testified he did not know who he spoke with on February 28, but he did recall that he spoke with Cleary separately and the others all at once, and together.

While working in the kitchen on March 3, the cook asked Cleary whether he would "sign for Local 4 if it cost him his job." Cleary said he would decide that when the time came. The cook told Cleary "the time is here," he was going to be called into Hagler's office. 24/ About 1 1/2 hours later Cleary was called into the office. Fineguerra was there, and told Cleary he owed dues and initiation fees to the Union and to pay. Cleary insisted he had paid his dues. Fineguerra said he never received it. Cleary told Fineguerra to see Hagler. Fineguerra told Cleary to sign the paper he had or be fired. Cleary turned to Hagler who told him to sign for the Union and to pay the dues and he would not be fired. Cleary left the office and went to find Curry who accompained him back to the office where they found Abernethy, Gruenke and LaPaz.

Hagler told the group he was sorry he had to release them because they were good workers, but Local 4 had requested their immediate dismissal on the grounds they had not paid their union dues. Upon their request, Hagler showed Abernethy and Curry the letter from Local 4 which he was holding. 25/ Abernethy again asked Fineguerra for identification to prove he was from Local 4, and Fineguerra stated he had none. She asked him at least to produce a Local 4 contract that she would accept as identification. Fineguerra said he was not in possession of one. Abernethy asked him if the Local 4 contract that they were negotiating contained a closed shop provision, and if so she wanted this read from the contract for her before she was dismissed from her position. Hagler volunteered to get the Company's copy of the contract from the safe. Fineguerra read the two paragraphs involved from the contract which he stated was not a "closed shop."

One of the other employees present reminded Fineguerra that dues had been deducted from their salary for 5 previous months. Fineguerra stated he had never received them. Curry called to Hagler's attention the fact that he had deducted their monthly dues. Hagler was asked what he had done with the moneys he had deducted. Hagler stated that on many occasions he had offered the money to Local 4 but they had refused to accept it. One of the employees demanded to know why they had not been informed previously because they had understood they were members of Local 4. Hagler told them he was not discharging them, the Union was. After their discharges Hagler told the employees to complete the days work. 26/

24/ Hagler testified that the cook is a supervisor.

25/ The names of Cleary, Curry and LaPaz were typed thereon. The names of Gruenke, Abernethy and Sullivan had been added in ink that morning.

26/ The employees' version of what occurred in the office at the time of discharge is not significantly contradicted.

Hagler testified that on March 5, he told the five employees he had received a letter from the Union demanding their discharge for nonpayment of dues and he was sure that following this letter (Continued)

Cleary, who worked until 8:30 that evening, testified that when he was leaving, Mr. and Mrs. Weisblum were in the office with Mr. and Mrs. Hagler. Hagler again expressed his regrets and told Cleary, "you should have signed that paper." 27/

On March 5, 1975, Wanda Sullivan who was not present on February 28 or March 3, 1975 was called to the desk where Fineguerra was waiting. He said "you owe me $71 for the union; sign this paper." Sullivan said she did not have $71; that she did not owe him any money; and that she was not going to sign any paper. At this point Hagler was walking toward them. Fineguerra said to Hagler, "I want you to remove this woman from the job right now." Hagler told Sullivan to go and punch out. As she was about to punch out, Hagler asked her to finish the day through dinner and to stop by the office when she finished. She did so and he had her check ready for her. Sullivan asked Hagler what was going on and he said, "I don't know, that's the union."

Hagler testified he had no reason to believe that Local 4 had not made membership available to the five named employees on the same basis it had been made available generally, and no basis for believing employees had been denied membership for any reason other than nonpayment of dues and initiation fees.

G. Analysis and Conclusions

It is alleged that by the various acts of interference, restraint and coercion, advanced as independent violations of Section 8(a)(1), Respondent rendered further assistance and support to Local 4 in violation

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26/ (Continued) a union representative would appear on the scene to ask for their discharge and he would have no recourse based on his advice from his attorney, but to discharge them. Employees said they had paid the money and he said this was done in error and he had returned the money to them. The error in date is obvious. Further, the evidence would seem to indicate that the oral demand for discharge was made on February 28, and the written letter brought by Fineguerra on March 3, at which time additional names were inserted and four of the five were discharged. It would appear that Hagler has confused not only the dates but the events.

27/ Cleary also testified that while he was still working, Weisblum came into the kitchen and offered to pay his initiation fee for him. Gruenke testified that Hagler did offer to loan her the initiation fees and dues if it was a hardship for her, but she refused. Both Weisblum and Hagler denied offering to pay Local 4 any money on behlaf of employees without repayment. I find that any such offers were as a loan only.

of Section 8(a)(2) of the Act. I have found only Hagler's statement to Cleary, that if he liked his job he would know how to vote, unlawful. Therefore, I do not find a course of 8(a)(1) conduct which considered together constituted unlawful assistance. 28/

However, the unauthorized deduction of dues is a clear violation of Section 8(a)(2) and (1) of the Act, 29/ for which Respondent-Employer is accountable. Moreover, the Board has repeatedly held that dues checkoff authorizations must be made "voluntarily," and that an employee has a "right under Section 7 of the Act to refuse to sign checkoff authorization cards." Any conduct, express or implied, which coerces an employee in his attempt to exercise this right clearly violates those Section 7 rights. 30/ The Board has also held that in circumstances where the employees were given no opportunity to comply with the union-security clause and join the Union unless they signed the card which authorized the deduction of dues, an employee had no alternative and no choice but to authorize the checkoff or lose his job, and hence the use of a dual-purpose checkoff card was coercive. The essence of this finding is that each employee has a right to sign or not to sign a checkoff authorization and he must be given the opportunity to decide this for himself. Therefore, where only the dual-purpose card is available to employees who wish to comply with their obligations under a union security clause, it deprives employees of their right to select the method by which they will pay their periodic dues to the Union. 31/ Such interference is unlawful whether committed by an employer or a union. 32/ I need not determine whether or not Hagler told employees that the dues deduction was an error on the part of the bookkeeper, as neither such a statement nor the refund

28/ In this respect I have not considered the unlawful discharge of O'Toole and the violations of Section 8(a)(1) which preceded the discharge, the former because it was not encompassed by the allegation in paragraph numbered 23 of the consolidated complaint, and the latter, even if encompassed thereby, because such conduct was prior to the Statutory 10(b) period with respect to this allegation.

29/ See Howard Creations, Inc., 112 NLRB No. 26; Home Industries, Inc., 198 NLRB 853. There is no specific showing that Respondent-Union was a party to such unauthorized deductions or ever received the moneys withheld. Although credited testimony establishes the Union had reason to believe this was being done from the complaints made by employees at the November meeting, I do not hold Respondent-Union accountable for this violation. See Sea-Land Service, Inc., 139 NLRB 13, 17.

30/ International Union of Electrical Workers, Local 601, etc., 180 NLRB 106 Also see Communication Workers of America, Local 6306, etc., 198 NLRB 1098.

31/ International Union of District 50, and Local Union No. 14029, etc., (Ruberoid Company, etc.), 173 NLRB 87.

32/ Cf. McDowell Mfg. Co., etc. 198 NLRB 1229 at footnote 1.

of dues withheld without authorization diminishes the effect of the interference with employees' Section 7 rights occasioned by such conduct. Therefore, I find that Respondent-Employer rendered further unlawful assistance to Local 4 when its bookkeeper solicited employee signatures on Local 4's dual-purpose cards; when the chef warned Cleary he was about to face a choice between his job and signing a checkoff card for Local 4, and when Hagler told Cleary to sign the paper for the Union and pay and he would not be fired. Respondent, by each of these acts, violated Section 8(a)(2) and (1) of the Act. 33/

With respect to the alleged violations of Section 8(b)(1)(A) and 8(b)(2), the Board and Courts have held that a union seeking to enforce a union security provision against an employee has a fiduciary duty to deal fairly with the employee affected. At a minimum this duty requires that the union inform the employee of his obligations in order that the employee may take whatever action is necessary to protect his job tenure. 34/ Further, where the protection of an individual employee's right to continued employment is to be balanced against the statutorily restricted rights of the union to enforce a union security agreement requiring membership as a condition of employment, a union must show that it had dealt fairly with the employee and given him clear noitce of what is required of him. Absent such a demonstration, the individual's right must be held paramount and protected. 35/ Under well established decisional principles a union's fiduciary duty to advise employees regarding their contractutally-specified obligation requires positive action, without regard to an employer's concurrent obligation to provide such notice, 36/ or any information the employee may have been provided through fellow employees. 37/ An employee is not presumed to be on notice as to the extent of his obligations to the union. 38/

33/ Cf. Lukes Construction Co., Inc., 211 NLRB No. 91, p. 5.

34/ See Hotel, Motel and Club Employees' Union, Local 568, (Philadelphia Sheraton Corp.), 136 NLRB 888, enfd. 320 F. 2d 254, 258 (C.A. 3); Rocket and Guided Missile Lodge 946, IAM, (Aerojet-General Corp.), 186 NLRB 561; International Association of Bridge, Structural & Reinforced Iron Workers Union, Local 378, (Judson Steel Corp.), 192 NLRB 1074-1075, and cases cited therein.

35/ Local 545, International Union of Operating Engineers, AFL-CIO, 161 NLRB 1114, 1121.

36/ Granite City Steel Company, et al, 169 NLRB 1009, 1011; Central Truck Drivers, etc. Local 270. (Bulk Transport, Inc.), 186 NLRB 299, 301.

37/ See Judson Steel Corp. footnote 34, supra.

38/ Conductron Corporation, a subsidiary of McDonnell-Douglas, et al. 183 NLRB 419, 425; Bulk Transport, Inc., footnote 36, supra.

Evaluating the evidence within these guidelines, I find that Respondent-Union has not come forward with any evidence that it informed employees of their obligations under the contract. 39/ Indeed, it did not even inform employees that a union security agreement existed under which they were required to pay dues and initiation fees under penalty of loss of their jobs. While a copy of the contract was supplied to union steward Curry upon her demand and as a result this was the first employees had any information concerning any contract benefits, Curry credibly testified that she concentrated on the provisions covering benefits and did not advise employees of the existence of the union security provisions. Thus, it was not until they were actually being discharged that the employees were informed of the existence of the union security provision, and then only because one of their group demanded to know whether the Union had a "closed shop," and to have the contract read to her. Even then, the provision was not explained. Instead the Local 4 representative merely asserted it was not a "closed shop" contract, an answer which could be very misleading to one not sophisticated in labor law.

Nor do I find that the Union's obligation to Curry, as an employee, was met when it supplied her with a copy of the agreement. None of the employees were ever informed how and when they would be required to pay dues or how they could become members other than by signing the dual-purpose membership/checkoff card. 40/ The use of that dual-purpose card, itself, without providing employees an alternative to checkoff, is unlawful. I find that, by requiring employees to sign these dual-purpose cards and by also soliciting their signatures on an unidentified document under threat of discharge, Respondent-Union established requirements and made demands other than tender of dues and fees as a condition of membership and thereby violated Section 8(b)(1)(A) of the Act. Further, having failed in its fiduciary obligation to employees, I find that Respondent-Union's request for the discharges under its union security agreement was in violation of Section 8(b)(1)(A) and 8(b)(2) of the Act.

39/ Even were I to credit the testimony of Culino, which I do not, the actions he claims he took were clearly by way of forcing employees to sign the checkoff cards and not to inform them of their contract obligations. Fineguerra's demand for a stated amount of money for dues and initiation fees is not an adequate fulfillment of the obligation to fully inform employees.

40/ Although the contract was executed on May 1, 1974, Local 4's own "ledger cards" reveal that no moneys from any of Respondent-Employer's employees were received before November, 1974. This, it credited to October dues although Respondent-Employer began payroll deduction of dues for all unit employees on September 4, 1974. Further, there was the existing waiver and deferral of initiation fees. None of this, information would have been revealed to Curry by a mere reading of the contract provision.

Additionally, the law is clear that a union may not demand discharge under a union security agreement for nonpayment of dues and initiation fees not uniformly required as a condition of employment. The record establishes that payment of initiation fees were deferred for all employees until May 1, 1975, and that employees who had signed the dual-purpose cards had no deductions made for payments toward their initiation fees until June 18, 1975. 41/ It is also clear that Respondent-Union's demand for a stated gross sum identified only as "initiation fees and dues," was a demand for initiation fees as well as for the refunded dues, 42/ and did not qualify as that which was uniformly required as a condition of employment. Thus, Respondent-Union not only demanded sums of money not yet due--it also discriminated against employees who refused to sign the dual-purpose cards as against those who had signed such checkoff cards. By this conduct, I find that Resondent-Union in demanding the discharge of the named employees violated Section 8(b)(2) and 8(b)(1)(A) of the Act.

As previously noted Respondent-Employer asserts that it had no reason to believe there were irregularities in the treatment of the employees for whom discharges were demanded under the union security agreement. I find to the contrary. Not only had Respondent been a party to the unauthorized deduction of dues and the subsequent refund thereof, it was a party to the coercive efforts to obtain employee signatures on the dual-purpose Local 4 authorization cards, is accountable for knowledge of its own records which revealed that initiation fees had not been deducted for any of its employees who had signed the dual-purpose checkoff cards, and Hagler was present when Fineguerra demanded the full sum plus Cleary's signature on the mysterious document as the alternative to discharge, and himself told Cleary if he paid and signed the document he would not be fired. These circumstances were more than adequate to put Respondent-Employer on notice that the Respondent-Union's discharge demand was not based solely upon nonpayment of dues and fees uniformly required as a condition of employment. By acceeding to that demand, Respondent-Employer violated Section 8(a)(3) and (1) of the Act. 43/

41/ The Company's payroll records and the Local 4's ledger cards reveal that deductions of initiation fees began for the pay period June 18, 1975 and were posted by the Union June 19, 1975, in amounts of $1 each, with the exception of one new employee who on that date paid the full $35.

42/ A question of whether Local 4 was even entitled to demand the refunded dues in the circumstances of this case is suggested by decisional president hereinabove cited. However, in the absence of briefs and a specific allegation to that effect, I find it unnecessary to resolve that matter.

43/ Cf. Allied Maintenance Co. 196 NLRB 566, at 571 and cases cited therein.

The complaint alleges that Respondent-Union and Respondent-Employer further violated Section 8(b)(1)(A) and (2) and Section 8(a)(3) and (1), respectively, by causing the discharge of, and by discharging discriminatees because said employees joined and assisted Local 1115, and engaged in other concerted activity. While the refusal of these employees to sign the checkoff cards appears to have been a part of their union activity on behalf of Local 1115, I do not find in the record persuasive evidence that their rival union activity was itself the basis for their selection for discharge. The record of those who had similarly supported the Local 1115 activity, but who apparently had signed Local 4 checkoff cards and remained employed, would indicate that reprisal for such activity was not a motivating factor. Accordingly, I shall not find a separate violation on the part of either Respondents based on these allegations.

On the basis of the foregoing and the entire record I make the following:

Conclusions of Law

1. Jo-Jo Management Corp., d/b/a Gloria's Manor Home for Adults is an employer engaged in commerce, and in operations affecting commerce, within the meaning of Section 2(2), (6) and (7) of the Act.

2. Medical & Health Employees Union, Local 4, Office & Professional Employees International Union, AFL-CIO, and Local 1115 Joint Board, Nursing Home & Hospital Employees Division, each are labor organizations within the meaning of Section 2(5) of the Act.

3. By engaging in interrogation of Donald O'Toole concerning employees' activities on behalf of Local 1115 and their reasons therefor; by giving the impression that the union activities of employees were under surveillance; by threatening reprisals for activities on behalf of Local 1115 in warning that such activities would not be to O'Toole's best interest and that Respondent could see to it that O'Toole was fired because of his Local 1115 activities; and by telling William Cleary just before a Board election that if he liked his job he would know how to vote, and by each of such acts, the Respondent-Employer engaged in interference, restraint and coercion in violation of Section 8(a)(1) of the Act.

4. By discharging employee Donald O'Toole on September 16, 1974, because of his activities on behalf of Local 1115, and because he participated on September 10, 1974, in filing the petition with the National Labor Relations Board to rescind the authority of Respondent-Employer and Local 4 to maintain their union shop agreement, and by thereafter failing

and refusing to reinstate him to his former or substantially equivalent position of employment, Respondent-Employer discriminated in regard to tenure, terms and conditions of employment, thereby encouraging membership in one labor organization and discouraging membership in and activities on behalf of another labor organization, in violation of Section 8(a)(3) and (1) of the Act; and discriminated against an employee for having filed a petition under the Act Respondent-Employer thereby engaging in unfair labor practices within the meaning of Section 8(a)(4) of the Act.

5. By withdrawing and withholding union dues from the pay of its employees without appropriate signed authorizations, and by soliciting employee' signatures on dual-purpose membership/checkoff cards on behalf of Local 4, Respondent-Employer rendered unlawful assistance and support to Local 4 and, thereby, engaged in unfair labor practices within the meaning of Section 8(a)(2) and (1) of the Act.

6. By threatening employees with discharge if they did not sign an unidentified document, and/or the dual-purpose membership/checkoff cards, and by demanding on February 28, March 3 and March 5, 1975, that Respondent-Employer discharge employees Mary Abernethy, William Cleary, Katheryn Curry, Joan Cruenke, Wanda Sullivan, because said employees would not sign such cards and documents and because said employees did not tender dues and initiation fees required as a condition of employment under the terms of the collective bargaining agreement, notwithstanding that Respondent-Union had failed in its fiduciary relationship to said employees by failing to advise employees of their contractual obligation, failing to afford them a reasonable opportunity to meet their contractual obligation and had not made membership available to them on the same terms and conditions generally applicable to other employees of Respondent-Employer who did authorize and have dues checked off from their pay, Respondent-Union restrained and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act and thereby engaged in unfair labor practices within the meaning of Section 8(b)(1)(A) of the Act.

7. By causing, and attempting to cause the Respondent-Employer to discharge said employees in violation of Section 8(a)(3) of the Act, Respondent-Union thereby engaged in unfair labor practices within the meaning of Section 8(b)(2) of the Act.

8. By discharging at the request of Respondent-Union, and thereafter failing and refusing to reinstate, its employees Mary Abernethy, William Cleary, Katheryn Curry, Joan Cruenke on March 3, 1975 and Wanda Sullivan, on March 5, 1975, pursuant to the demand made by Respondent-Union because said employees had failed to meet their contractual obligations to tender the periodic dues and fees, notwithstanding that Respondent-

Employer had, or upon inquiry would have had, reasonable grounds for believing that Respondent-Union did not make compliance with that obligatoion available on the same terms and conditions generally applicable to other employees, Respondent-Employer discriminated, and is discriminating, in regard to the tenure and terms and conditions of employment of its employees, in violation of Section 8(a)(3) and (1) of the Act.

9. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

The Remedy

Having found that Respondent-Employer violated Section 8(a)(1), (2), (3) and (4) of the Act and Respondent-Union violated Section 8(b)(1)(A) and 8(b)(2) of the Act, I shall recommend that they cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act. Having found that Respondent-Employer unlawfully discharged Donald O'Toole on September 16, 1974, because of his union activity and because he filed a petition with the Board, and noting that on and after December 22, 1974, O'Toole no longer desired to return to his employment with Respondent-Employer I shall recommend that Respondent-Employer be ordered to make O'Toole whole for any loss of earnings he may have suffered as a result of his unlawful discharge.

As I have found that the Respondent-Union unlawfully caused the Respondent-Employer to unlawfully discharge Mary Abernethy, William Cleary, Katheryn Curry, Joan Gruenke on March 3, 1975, and Joan Sullivan on March 5, 1975, within the meaning of Section 8(a)(3) and (1) of the Act, I shall recommend that Respondent-Employer, unless it has already done so, offer said employees immediate and full reinstatement to their former jobs or if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or other rights and privileges and, jointly and severally with Respondent-Union, make them whole for any loss of earnings they may have suffered as a result of their unlawful discharges with interest thereon. Backpay, in each case, shall be computed on a quarterly basis and in a manner consistent with the Board's policy set forth in F. W. Woolworth Company, 90 NLRB 289, and Isis Plumbing & Heating Co., 138 NLRB 716. The backpay liability of the Respondent-Union shall terminate 5 days after it notifies the Respondent-Employer and the named discharges that it has no objection to their reinstatement, as

provided above. With regard to Respondent-Employer, its backpay liability, for the five employees discharged under the union security agreement, shall terminate on the date each is offered reinstatement. 44/

As I have found that Respondent-Employer unlawfully assisted Local 4 by checking off union dues without benefit of a signed check-off authorization from certain employees and by soliciting employee signatures on Local 4's dual-purpose membership/checkoff authorization cards, I shall recommend that it be ordered to cease and desist from rendering such assistance and support to Respondent-Union. Having found that Respondent-Union required employees to sign the dual-purpose cards under threat of discharge I shall recommend that Respondent-Union be ordered to cease using such dual-purpose cards unless it is made clear to employees that they have an alternative means of applying for membership without authorizing a checkoff. In the absence of a specific request therefor by the General Counsel, I shall not order that Respondent-Union refund to employees of Respondent-Employer all dues checked off pursuant to such dual-purpose cards, as having been unlawfully exacted.

Because of the character and scope of the unfair labor practices engaged in by the Respondents, it is recommended that the Respondents cease and desist from in any other manner interfering with, restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act.

Upon the basis of the foregoing findings of fact and conclusions of law and upon the entire record in the case, I make the following recommended: 45/

ORDER

A. Respondent Jo-Jo Management Corp., d/b/a Gloria's Manor Home for Adults, its officers, agents, successors and assigns, shall:

44/ There is some evidence that offers of reinstatement of some kind may have been made in July, 1975 to possibly three of these employees but there is also indication that an insufficient opportunity to report was given before employees were told they were replaced. As the matter was not adequately litigated, I shall leave such matters to the compliance stage of this proceeding.

45/ In the event no exceptions are filed as provided by Section 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Section 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

1. Cease and desist from:

(a) Interrogating employees concerning their own and the union activities of other employees; giving employees the impression that their union activities are kept under surveillance; warning employees and threatening them with discharge or other reprisals for engaging in activities on behalf of Local 1115, Joint Board, Nursing Home and Hospital Employees Division;

(b) Rendering assistance to Medical & Health Employees Union, Local 4, Office & Professional Employees International Union, AFL-CIO, by deducting union dues from the pay of employees who have not executed checkoff authorizations; soliciting employees signatures on dual-purpose membership/checkoff cards of Respondent-Union; and coercing employees to sign such dual-purpose cards and other undisclosed documents under threat of discharge;

(c) Discharging employees, for participating in union activities, for participating in filing a union deauthorization petition with the Board and, at the request of the Respondent-Union, for reasons other than nonpayment of dues and fees uniformly required as a condition of employment;

(d) In any other manner interfering with, restraining or coercing employees in the exercise of rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

2. Take the following affirmative action which is necessary to effectuate the policies of the Act:

(a) Make Donald O'Toole whole for any loss of pay suffered by reason of his discharge on September 16, 1974, for the period, and in the manner stated in the section of the Decision entitled "The Remedy;"

(b) Offer Mary Abernethy, William Cleary, Katheryn Curry, Joan Gruenke and Wanda Sullivan immediate and full reinstatement to their former positions or, if any such no longer exists, to a substantially equivalent one, without prejudice to their seniority or other rights and privileges;

(c) Jointly and severally with Respondent, Medical & Health Employees Union, Local 4, Office & Professional Employees International Union, AFL-CIO, make Mary Abernethy, William Cleary, Katheryn Curry, Joan Gruenke and Wanda Sullivan whole for any loss of earnings they may have suffered because of their unlawful termination of employment, paying to each the sum of money computed in the manner specified in the section of this Decision entitled "The Remedy;"

(d) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security records, timecards, personnel records and reports, and all other data relevant to compliance with paragraphs (a), (b) and (c) above;

(e) Post at its place of business at 140 Beach 119th Street, Rockaway Beach, New York, copies of the attached notice marked "Appendix A." 46/ Copies of Appendix A to be furnished by the Regional Director for Region 29, shall, after being duly signed by the Respondent-Employer's representative, be posted by it immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced or covered by any other material;

(f) Upon being furnished the same by the said Regional Director, post the notice marked "Appendix B" in the same manner as "Appendix A;"

(g) Notify the Regional Director for Region 29, in writing, within 20 days from the date of this Order, what steps it has taken to comply herewith.

B. Respondent, Medical & Health Employees Union, Local 4, Office & Professional Employees International Union, AFL-CIO, its officers, representatives, and agents, shall:

1. Cease and desist from:

(a) Using a card entitled "Application and Check-off Authorization Blank" or any similar dual-purpose card which serves as both a union membership application and as a dues checkoff authorization in securing the membership of any employee covered by a collective-bargaining contract under which employees are to become or remain union members as a condition of employment, unless such employees are clearly and unequivocally offered an alternative means of applying for membership without authorization of checkoff;

46/ In the event that the Board's Order is enforced by a Judgment in the United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall be changed to read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

(b) Threatening to cause Jo-Jo Management Corp., d/b/a Gloria's Manor Home for Adults to discharge employees for refusing to sign checkoff authorizations or other undisclosed documents;

(c) Causing or attempting to cause Jo-Jo Management to discharge or discriminate against any employee with respect to their tenure of employment or terms and conditions of employment or to apply the union security provisions of their collective bargaining agreement to employees for refusing to sign checkoff authorizations or undisclosed documents, or for failure to pay dues and fees not uniformly required as a condition of employment;

(d) In any other manner interfering with, restraining or coercing employees in the exercise of rights guaranteed in Section 7 of the Act.

2. Take the following affirmative action which is deemed necessary to effectuate the policies of the Act:

(a) Jointly and severally with Respondent Jo-Jo Management Corp., d/b/a Gloria's Manor Home for Adults, make whole Mary Abernethy, William Clery, Katheryn Curry, Joan Cruenbe and Wanda Sullivan for any loss of earnings they may have suffered because of their unlawful termination of employment, paying to each the sum of money computed in the manner specified in the section of this Decision entitled "The Remedy;"

(b) Post at its offices wherever maintained, and at its meeting hall, copies of the attached notice marked "Appendix B." 47/ Copies of said notice, on forms provided by the Regional Director for Region 29, after being duly signed by its representative, shall be posted by it immediately upon receipt thereof, and be maintained for 60 consecutive days thereafter, in conspicuous places, including all places where notices to members are customarily posted. Reasonable steps shall be taken by Respondent-Union to insure that said notices are not altered, defaced, or covered by any other material;

(c) Mail signed copies of the notice to the said Regional Director for posting by Jo-Jo Management Corp., d/b/a Gloria's Manor Home for Adults, at all places where notices to its employees are customarily posted;

47/ See footnote 46, supra.

(d) Notify the Regional Director for Region 29, in writing within 20 days from the date of the receipt of this Order what steps it has taken to comply herewith.

Dated at Washington, D. C.

Jennie M. Sarrica

Jennie M. Sarrica
Administrative Law Judge

APPENDIX A JD-181-76

FORM NLRB-4727 (2-69)

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

AFTER A TRIAL IN WHICH ALL SIDES HAD THE CHANCE TO PRESENT EVIDENCE AND ARGUMENTS, THE NATIONAL LABOR RELATIONS BOARD HAS FOUND THAT WE VIOLATED THE NATIONAL LABOR RELATIONS ACT, AND HAS ORDERED US TO POST THIS NOTICE AND CARRY OUT ITS TERMS.

WE WILL NOT interrogate employees concerning their own and the union activities of other employees.

WE WILL NOT give employees the impression that their union activities are kept under surveillance.

WE WILL NOT warn employees and threaten them with discharge or other reprisals for engaging in activities on behalf of Local 1115, Joint Board, Nursing Home and Hospital Employees Division.

WE WILL NOT deduct union dues from the pay of employees who have not executed checkoff authorizations or solicit employees' signatures on the dual-purpose membership/checkoff cards of Medical & Health Employees Union, Local 4, Office & Professional Employees International Union, AFL-CIO.

WE WILL NOT discharge employees for participating in protected concerted and union activities, for participating in filing a union deauthorization petition with the National Labor Relations Board, or at the request of Medical & Health Employees Union, Local 4, Office & Professional Employees International Union, AFL-CIO, for reasons other than nonpayment of dues and fees uniformly required as a condition of employment.

WE WILL NOT in any other manner interfere with, restrain or coerce our employees in the exercise of rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

WE WILL reimburse Donald O'Toole, with interest, for the loss of pay suffered by him because of our discharge of him for union activities and for filing a petition with the Board.

WE WILL offer reinstatement in their old jobs without loss of seniority or other privileges, to Mary Abernethy, William Cleary, Katheryn Curry, Joan Gruenke and Wanda Sullivan, and jointly and severally with Medical & Health Employees Union, Local 4, Office & Professional Employees International Union, AFL-CIO, reimburse each, with interest, for any loss of pay by reason of their discharges.

Jo Jo Management Corp., d/b/a
Gloria's Manor Home for Adults
(Employer)

Dated _____ By _____
(Representative) (Title)

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, 16 Court Street - 4th Floor, Brooklyn, New York 11241 (Tel. 212 - 665-5386).

FORM NLRB-4720
(4-71)

APPENDIX

JD-181-76

NOTICE TO MEMBERS

POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
AN AGENCY OF THE UNITED STATES GOVERNMENT

AFTER A TRIAL IN WHICH ALL SIDES HAD THE CHANCE TO PRESENT EVIDENCE AND ARGUMENTS, THE NATIONAL LABOR RELATIONS BOARD HAS FOUND THAT WE VIOLATED THE NATIONAL LABOR RELATIONS ACT, AND HAS ORDERED US TO POST THIS NOTICE AND CARRY OUT ITS TERMS.

WE WILL NOT threaten to have employees of Jo-Jo Management Corp., d/b/a Gloria's Manor Home for Adults, discharged for refusing to sign dues checkoff authorizations, or for refusing to sign any other document.

WE WILL NOT cause or attempt to cause Jo-Jo Management Corp., d/b/a Gloria's Manor Home for Adults to discharge its employees for refusing to sign dues checkoff authorizations or other documents or for failure to pay dues and fees not uniformly required as a condition of employment.

WE WILL no longer use a card entitled "Application and Check-off Authorization Blank," or any similar dual-purpose card which serves as both a union membership application and as a dues checkoff authorization in securing the membership of any employee covered by a collective-bargaining contract under which employees are required to become or remain union members as a condition of employment, means of applying for membership without authorizing a checkoff.

WE WILL, jointly and severally with Jo-Jo Management Corp., d/b/a Gloria's Manor Home for Adults, reimburse Mary Abernethy, William Cleary, Katheryn Curry, Joan Gruenke and Wanda Sullivan, for any loss of pay, with interest, by reason of their discharges.

WE WILL NOT in any other manner restrain or coerce employees in the exercise of rights guaranteed in Section 7 of the Act.

MEDICAL & HEALTH EMPLOYEES
UNION, LOCAL 4, OFFICE &
PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, AFL-CIO
(Union)

Dated _____ By _____
(Representative) (Title)

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, 16 Court Street - 4th Floor, Brooklyn, New York 11241, Telephone (212) 596-5386.

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John H. Fanning

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

JO-JO MANAGEMENT CORP., d/b/a
GLORIA'S MANOR HOME FOR ADULTS

and Case 29-CA-4050

LOCAL 1115, JOINT BOARD, NURSING
HOME & HOSPITAL EMPLOYEES DIVISION

JO-JO MANAGEMENT CORP., d/b/a
GLORIA'S MANOR HOME FOR ADULTS

and Case 29-CA-4250

LOCAL 1115, JOINT BOARD, NURSING
HOME & HOSPITAL EMPLOYEES DIVISION

and

MEDICAL & HEALTH EMPLOYEES UNION,
LOCAL 4, OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION
AFL-CIO
Party in Interest

MEDICAL & HEALTH EMPLOYEES UNION
LOCAL 4, OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION,
AFL-CIO

and Case 29-CB-2065

LOCAL 1115, JOINT BOARD NURSING
HOME & HOSPITAL EMPLOYEES DIVISION

and

JO-JO MANAGEMENT CORP., d/b/a
GLORIA'S MANOR HOME FOR ADULTS
Party in Interest

EXCEPTIONS TO THE ADMINISTRATIVE LAW JUDGE'S DECISION

Horowitz and Schwartz Associates
for Respondent-Employer
715 Park Avenue
East Orange, New Jersey

On March 31, 1976, Administrative Law Judge Jennie M. Sarrica issued her decision in case numbers 29-CA-4050, 29-CA-4250, 29-CB-2065 in which she found and concluded that Respondent-employer Jo-Jo Management Corp., d/b/a Gloria's Manor Home for Adults (hereinafter referred to as Gloria's Manor) violated Sections 8(a)(1), 8(a)(2), 8(a)(3) and 8(a)(4) of the National Labor Relations Act as alleged in the General Counsel's complaint and that Medical & Health Employees Union, Local 4, Office & Professional Employees International Union, AFL-CIO (hereinafter referred to as Local 4) violated Sections 8(b)(1)(a) and 8(b)(2) of the Act as alleged in General Counsel's complaint; and recommended an order directing both the Respondent-employer and the Respondent Local 4 to cease and desist from the aforementioned violations of the Act and requiring Gloria's Manor to make whole all unlawfully discharged employees for any loss of earnings and offer reinstatement where applicable.

Counsel for Respondent-employer hereby files the following exceptions to the Decision of the Administrative Law Judge:

THE SECTION 8(a)(1) VIOLATIONS RELATING TO DONALD O'TOOLE

1. The Judge erred in finding that a few days after Local 1115 met with the employees in July 1974, Joseph Hagler confronted O'Toole with a list of names of the employees who attended that meeting (p. 4).

2. The Judge erred in finding that Hagler informed O'Toole that the employees meeting with Local 1115 was causing nothing but problems, and that O'Toole was turning against him. (p. 4).

3. The Judge erred in finding that Hagler took exception to O'Toole's comment that he was concerned for the benefit of the employees (p. 4).

4. The Judge erred in finding that Hagler had paid

$5.00 to someone who was at the meeting in exchange for that person naming those individuals who attended (p. 4).

5. The Judge erred in finding that Hagler told O'Toole in late July 1974 that he could be fired because of his activities on behalf of local 1115 (p. 4).

6. The Judge erred in failing to credit the testimony of Hagler that the only conversation he had with O'Toole relating to his Local 1115 activities was on one occasion when he discovered that the residences had not been called to breakfast on time because of a union meeting that was going on and then reminded the employee that he would do better to concentrate on his work. (p. 5).

7. The Judge erred in failing to credit the testimony of Hagler that he first became aware of employee activity on behalf of Local 1115 when an employee told him that the employees had been given cards to sign for that union (p. 5).

8. The Judge erred in finding that Hagler engaged in unlawful interrogation of O'Toole and that such conduct violated Section 8(a)(1) of the Act (p. 6).

9. The Judge erred in finding that Hagler gave the impression that the union activities of the employees were under surveillance in violation of Section 8(a)(1) of the Act (p. 6).

10. The Judge erred in finding that Hagler told O'Toole that the latter could be fired in violation of Section 8(a)(1) of the Act (p. 6).

11. The Judge erred in finding that Hagler's kitchen incident lecture violated Section 8(a)(1) of the Act (p. 6).

THE SECTION 8(a)(3) AND 8(a)(4) VIOLATIONS RELATING TO THE DISCHARGE OF O'TOOLE

12. The Judge erred in finding that during periods when O'Toole was absent from the switchboard, a microphone system, which would relay the switchboard signals to him wherever he might be,

EDITOR'S NOTE

Pages 43 were missing at time of filming. If, and when obtained, a corrected fiche will be forwarded to you.

20. The Judge erred in failing to credit the testimony of Hagler as to the numerous instances of misconduct on the part of O'Toole and the numerous warnings given to O'Toole by Hagler which represented the only reasons for O'Toole's discharge (p. 10).

21. The Judge erred in finding that the Respondent-employer violated Section 8(a)(3) of the Act in that he discharged O'Toole because of his union activity on behalf of Local 1115 (p. 11).

22. The Judge erred in finding that a factor in O'Toole's dismissal was his sponsorship of the UD petition filed with the Board to withdraw authority to maintain the union security provision of Respondent-employer's contract with Local 4 in violation of Section 8(a)(4) of the Act (p. 11).

23. The Judge erred in finding that an apparent antagonism existed between O'Toole and Local 4 and that as a result thereof, the Board was not obligated to defer to the arbitration resolution of the issue of O'Toole's discharge (p. 11).

THE SECTION 8(a)(1), (2) and (3) VIOLATIONS CONCERNING THE FIVE ALLEGED DISCRIMINATEES

24. The Judge erred in finding that about two hours before the October election, Hagler told Cleary that if he liked his job, he would know how to vote in violation of Section 8(a)(1) of the Act (p. 14).

25. The Judge erred in finding that in handling employees' pay inquiries and in solicitating the dual purpose membership check-off cards on behalf of Local 4, bookkeeper Perlstein was acting as the agent of Respondent-employer and that said Respondent was responbible for her actions in these respects (p. 19).

26. The Judge erred in failing to credit the testimony of Vincent Gulino that he gave the employees sufficient notice

to bring their dues up to date (p. 20).

27. The Judge erred in failing to credit the testimony of Hagler that each of the alleged five discriminatees were properly informed by him as to the reasons for the return of their union dues (p. 21).

28. The Judge erred in finding that Hagler told William Cleary that he was returning his union dues because the union did not want him anymore (p. 21).

29. The Judge erred in finding that none of the five discriminatees were informed as to how they were to pay their dues and receive formal membership into the union after they were given a dues refund (p. 21).

30. The Judge erred in crediting the testimony of the five discriminatees as to the events of February 28, 1975 and in failing to credit the testimony of Henry Finequerra as to the events of that date (p. 22).

31. The Judge erred in failing to credit the testimony of Hagler that he had no reason to believe Local 4 had not made membership available to the five named employees on the same basis it had been made available generally and had no basis for believing employees had been denied membership for any reason other than non-payment of dues and initiation fees (p. 24).

32. The Judge erred in finding that the Respondent-employer violated Section 8(a)(2) and (1) of the Act as a result of the unauthorized deduction of dues, the bookkeeper's solicitation of employee signatures on Local 4's dual purpose cards, the chef's warning to Cleary, and Hagler's comments to Cleary that if he signed the paper for the union and paid his dues, he would not be fired (p. 25-26).

33. The Judge erred in failing to find that the Respondent-employer had no reason to believe that there were

irregularities in the treatment of the employees for whom discharges were demanded under the union security agreement (p. 28).

34. The Judge erred in finding that the respondent-employer violated Sections 8(a)(3) and (1) of the Act by acceeding to the demands of Local 4 to discharge the five alleged discriminatees (p. 28).

35. The Judge erred in finding that the Respondent-employer should have known that Local 4's demand for discharge was not based solely upon non-payment of dues and fees uniformly required because it is accountable for the knowledge of its own records which revealed that initiation fees had not been deducted for any of its employees who had signed dual purpose check-off cards (p. 28).

36. The Judge erred in finding that the bookkeeper's efforts to have the employees sign the dual purpose Local 4 authorization cards constitutes coercive tactics attributable to the Respondent-employer (p. 28).

37. The Judge erred in finding that the Respondent-employer should have known that Local 4 was not demanding discharges solely because of non-payment of dues and fees uniformly required in light of Hagler's presence when Fineguerra demanded the full sum plus Cleary's signature on a document as the alternative to discharge (p. 28).

38. The Judge erred in finding that Respondent-employer's actions in deducting dues from employees pursuant to the collective bargaining agreement with local 4 and the employers discharge of the five employees at the direction of Local 4 because of their failure to pay dues as required violated Sections 8(a)(2) and 8(a)(3) of the Act (p. 28-29).

39. The Judge erred in failing to find that Respondent-employer's actions in collecting dues, refunding dues to those who

were not members and discharging employees at the direction of Local 4 represented proper conduct required of the employer pursuant to the collective bargaining agreement in effect (p. 28-29)

40. Since the Respondent-employer asserts that he has not violated Sections 8(a)(1), (2),(3), and (4) of the Act, it takes exception to each of the remedies fashioned by the Judge ordering Gloria's Manor to cease and desist from violating the Act and requiring the employer to offer reinstatement to the five alleged discriminatees and make all discharged employees whole for any loss of earnings sustained (p. 21-35).

Dated at East Orange, New Jersey this 30th day of April 1976.

Respectfully submitted,

HOROWITZ AND SCHWARTZ ASSOCIATES

By: _____

Edward A. Halpern
Attorneys for Respondent-employer
715 Park Avenue
East Orange, New Jersey

TO: John C. Truesdale, Executive Secretary
National Labor Relations Board
1717 Pennsylvania Avenue, N.W.
Washington, D.C. 20570

Jack Eisenberg, Esq.
National Labor Relations Board
Region 29
16 Court Street
Brooklyn, New York

Leon Reich, Esq.
253 Broadway
New York, New York 10007

Charles R. Katz, Esq.
360 Lexington Avenue
New York, New York 10017

FILE
Exec. Sec. O

FPW

225 NLRB No. 156

48

D--1573
Rockaway Beach, N.Y.

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

JO-JO MANAGEMENT CORP., d/b/a
GLORIA'S MANOR HOME FOR ADULTS

and

Case 29--CA--4050

LOCAL 1115, JOINT BOARD, NURSING
HOME & HOSPITAL EMPLOYEES DIVISION

JO-JO MANAGEMENT CORP., d/b/a
GLORIA'S MANOR HOME FOR ADULTS

and

Case 29--CA--4250

LOCAL 1115, JOINT BOARD, NURSING
HOME & HOSPITAL EMPLOYEES DIVISION

MEDICAL & HEALTH EMPLOYEES UNION,
LOCAL 4, OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, AFL--CIO

Party in Interest

MEDICAL & HEALTH EMPLOYEES UNION, LOCAL 4,
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL
UNION, AFL--CIO

and

Case 29--CB--2065

LOCAL 1115, JOINT BOARD NURSING HOME &
HOSPITAL EMPLOYEES DIVISION

JO-JO MANAGEMENT CORP., d/b/a GLORIA'S
MANOR HOME FOR ADULTS

Party in Interest

DECISION AND ORDER

On March 31, 1976, Administrative Law Judge Jennie M. Sarrica issued the attached Decision in this proceeding. Thereafter, Respondent-Employer filed

exceptions and a supporting brief. The General Counsel filed cross-exceptions and a supporting brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings,[1/] and conclusions of the Administrative Law Judge and to adopt her recommended Order.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge and hereby orders that the Respondent-Employer, Jo-Jo Management Corp., d/b/a Gloria's Manor Home for Adults, Rockaway Beach, New York, its officers, agents, successors, and assigns, and the Respondent-Union, Medical & Health Employees Union, Local 4, Office & Professional Employees International Union, AFL--CIO, its officers, agents, and representatives, shall take the action

1/ Member Penello and Member Walther agree with the Administrative Law Judge that it would not serve the purposes of the Act to defer to arbitration in this case, but do so only on the ground that the interests of the Respondent Union are in substantial conflict with employee O'Toole's because of his activities on behalf of the rival union.

set forth in the said recommended Order, except that the attached notice is substituted for that of the Administrative Law Judge.[2/]

Dated, Washington, D.C. SEP 1 1976

John H. Fanning, Member

John A. Penello, Member

Peter D. Walther, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

2/ Based upon the Administrative Law Judge's recommended Order, part B, 1, (a), it is apparent that, in the recommended "Notice to Members," in the first paragraph thereof beginning with "WE WILL" and immediately preceding the word "means," the phrase "unless such employees are clearly and unequivocally offered an alternative" was inadvertently omitted.

APPENDIX

NOTICE TO MEMBERS

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

After a hearing in which all sides had the chance to present evidence and arguments, the National Labor Relations Board has found that we violated the National Labor Relations Act, and has ordered us to post this notice and carry out its terms.

WE WILL NOT threaten to have employees of Jo-Jo Management Corp., d/b/a Gloria's Manor Home for Adults, discharged for refusing to sign dues checkoff authorizations, or for refusing to sign any other document.

WE WILL NOT cause or attempt to cause Jo-Jo Management Corp., d/b/a Gloria's Manor Home for Adults, to discharge its employees for refusing to sign dues checkoff authorizations or other documents or for failure to pay dues and fees not uniformly required as a condition of employment.

WE WILL no longer use a card entitled "Application and Check-off Authorization Blank," or any similar dual purpose card which serves as both a union membership application and as a dues checkoff authorization in securing the membership of any employee covered by a collective-bargaining contract under which employees are required to become or remain union members as a condition of employment, unless such employees are clearly and unequivocally offered an alternative means of applying for membership without authorizing a checkoff.

WE WILL, jointly and severally with Jo-Jo Management Corp., d/b/a Gloria's Manor Home for Adults, reimburse Mary Abernethy, William Cleary, Katheryn Curry, Joan Gruenke, and Wanda Sullivan, for any loss of pay, with interest, by reason of their discharges.

D--1573

WE WILL NOT in any other manner interfere with, restrain, or coerce employees in the exercise of rights guaranteed in Section 7 of the Act.

MEDICAL & HEALTH EMPLOYEES UNION, LOCAL 4, OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL--CIO
(Union)

Dated _____ By _____
(Representative) (Title)

This is an official notice and must not be defaced by anyone.

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, 16 Court Street - 4th Floor, Brooklyn, New York 11241, Telephone 212--596--5336.

53

NATIONAL LABOR RELATIONS BOARD
Docket No. _____ OFFICIAL EXHIBIT NO. 62
Disposition: Identified _____ Received 1/7 Rejected _____
In the matter of _____
Date 12/2/74 Witness _____ Reporter _____
Hrs. Pages

To: National Labor Relations Board
Region 29
16 Court Street
Brooklyn, N.Y. 11241

Gentlemen:

We, the undersigned employees of Gloria's Manor Home for Adults of 140 Beach 113th Street, Rockaway Beach, New York, do hereby designate and authorize Local 1115 Joint Board Nursing Home and Hospital Employees Division, pursuant to Section 9(e)(1) of the National Labor Relations Act, as amended, to petition the National Labor Relations Board to rescind the authority of our Employer and Local 4, Medical and Health Employees Union, AFL-CIO of 135 East 50th Street, New York, N. Y., with respect to the union security provisions allegedly made pursuant to Section 8(a)(3) of the Act.

Dated: August 19, 1974

Anna B. Donegan
Tom O'Toole
Barbara Davis
Luis Rodriguez
Mary Bienetty
Daniel O'Connor
Grace Rosch
Joan Simmons
Beverly Williams
Billy Cleary
Agnes Dodd

RECEIVED
NLRB REGION 29
'74 AUG 27 AM 9:59
BROOKLYN, N.Y.

G.C. Ex. "i" Ev.
for ID

National Labor Relations Board
Region 29
16 Court Street
Brooklyn, N. Y. 11241

54

Gentlemen:

We, the undersigned employees of Gloria's Manor Home for Adults of 140 Beach 119th Street, Rockaway Beach, New York do hereby designate and authorize

Anne B. Dorrough, Barbara Davis, Linda Hale

pursuant to Section 9 (e)(1) of the National Labor Relations Act, as amended, to petition the National Labor Relations Board to rescind the authority of our Employer and Local 4, Medical and Health Employees Union, AFL-CIO of 135 East 50th Street, New York, N. Y., with respect to the union security provisions allegedly made pursuant to Section 8(a)(3) of the Act.

Name	Date
Mary Abernathy	9-6-74
Joan Mauceri	9-6-74
Grace Rosado	Sept 6 1974
Daniel B O'Connor	Sept 6 1974
Tom O'Toole	9/6/74
Billy Dow	9-6-74
Timothy McGrory	Sept 7-74

55

Medical and Health Employees Union
Local No. 1 — AFL-CIO
195 East 76th Street
New York, N.Y. 10022
(212) 737-0600 651-3311

November 18, 1974

We, the undersigned employees of Gloria's Manor, hereby request that Local 1115 stop using our names and addresses and immediately withdraw the petition for election against Gloria's Manor because we have never authorized Local 1115 to do so on our behalf.

We further request that Local 1115 immediately cease harassing Gloria's Manor and Local 1, as well as we employees.

NAME	DATE
Dipsy Duffy	12/7
Tom O'Toole	12/7
Marilyn Cotton	12/7
Kay Young	12/7
Barbara Davis	12/7
Theresa Hughes	12/7
Evelyn Coleman	12/7
Dolly Mabry	12/7
Ann Edwards	12/7
Esther Rodriguez	12-8
Mary Alicia	12-8
Fabio Young	12/8
Carlene Young	12/8
Steven Donohue	12/9/74
Billy Edwards	12/9/74
Maria DeLaPaz	12/10/74

MEMBER: TIM McGEARY

ADDRESS:

LEDGER No. B-6-1571

TELEPHONE No. 634-2322 Jul 19, 1974 SOC. SEC. No. 108-48-6687

DATE	MONTH OF	CASH	DATE	MONTH OF	CASH
11/07/74	OCTOBER DUES	6.00			
11/07/74	NOVEMBER DUES	6.00			
1 1 3 75	DECEMBER DUES	6 00			
1 1 3 75	JANUARY DUES	6.00			
2 2 0 75	FEBRUARY DUES	6.00			
3 1 7 75	MARCH DUES	6.00			
	[illegible]				
6 1 5 75	JUNE DUES	6.00			
7/10/75	INITIATION FEE	2.00			
7 1 0 75	JULY DUES	6.00			
7/29/75	INITIATION FEE	2.00			

NATIONAL LABOR RELATIONS BOARD

Docket No. _____ OFFICIAL EXHIBIT NO. G.C. 15(h)

Disposition: Identified ✓ Received ✓ Rejected _____

In the matter of: Salaries

_____ Reporter

MEMBER: TOM O'TOOLE
ADDRESS:
TELEPHONE No.

LEDGER No. B-6-1573

SOC. SEC. No.

DATE	MONTH OF	CASH	DATE	MONTH OF	CA
11/07/74	OCTOBER DUES	6.00			
11/07/74	NOVEMBER DUES	6.00			
1 1 3 75	DECEMBER DUES	6 0 0			
1 1 3 75	JANUARY DUES	6.00			
2 2 0 75	FEBRUARY DUES	6.00			
3 1 7 75	MARCH DUES	6.00			
5 1 0 75	APRIL DUES	6.00			
6 1 0 75	MAY DUES	6.00			
6 1 6 75	JUNE DUES	6.00			
7 1 0 75	JULY DUES	6.00			

NATIONAL LABOR RELATIONS BOARD
Docket No. _____ OFFICIAL EXHIBIT NO. DC-150
Disposition: Identified ✓ Received _____ Rejected _____
_____ Reporter

MEMBER: BARBARA DAVIS

LEDGER No. B-6-1574

ADDRESS:

TELEPHONE No.

SOC. SEC. No.

DATE	MONTH OF	CASH	DATE	MONTH OF	CAS
11/07/74	OCTOBER DUES	6.00			
11/07/74	NOVEMBER DUES	6.00			
1 1 375	DECEMBER DUES	6 00			
1 1 375	JANUARY DUES	6.00			
2 2 75	FEBRUARY DUES	6.00			
1 2 75	MARCH DUES	6.00			
1 1 75	APRIL DUES	6.00			
1 1 75	MAY DUES	6.00			
1 1 75	JUNE DUES	6.00			
1 75	JULY DUES	6.00			

BEST COPY AVAILABLE

NATIONAL LABOR RELATIONS BOARD

Docket No. _____ OFFICIAL EXHIBIT NO. B.C. 15C

Deposition { Identified _____ Received ✓ Rejected _____

Reporter of _____

MEMBER: MARY DUFFY
ADDRESS:
TELEPHONE No.

LEDGER No. B-6-1577

SOC. SEC. No.

DATE	MONTH OF	CASH	DATE	MONTH OF	CASH
11/07/74	OCTOBER DUES	6.00			
11/07/74	NOVEMBER DUES	6.00			
1 1 375	DECEMBER DUES	6 0 0			
1 1 375	JANUARY DUES	6.00			
2 2 0 75	FEBRUARY DUES	6.00			
3 1 7 75	MARCH DUES	6.00			
4 1 0 75	APRIL DUES	6.00			
5 1 0 75	MAY DUES	6.00			
6 1 6 75	JUNE DUES	6.00			
7 1 0 75	JULY DUES	6.00			

NATIONAL LABOR RELATIONS BOARD
Docket No. _____ OFFICIAL EXHIBIT B C 15 0
Identified
Disposition: Received
Rejected

MEMBER: STEVEN DONOHUE LEDGER No. B-6-1586

ADDRESS: c/o 707 Beach 9th Street, Far Rockaway, New York 11691

TELEPHONE No. 471-6574 Sept 9, 1974 SOC. SEC. No. 072-48-5933

DATE	MONTH OF	CASH	DATE	MONTH OF	CASH
11/07/74	NOVEMBER DUES	6.00			
1 1 3 75	DECEMBER DUES	6.00			
1 1 3 75	JANUARY DUES	6.00			
2 2 0 75	FEBRUARY DUES	6.00			
3 1 7 75	MARCH DUES	6.00			
4 1 0 75	APRIL DUES	6.00			
5 1 0 75	MAY DUES	6.00			
6 1 6 75	JUNE DUES	6.00			
6/19/75	INITIATION FEE	1.00			
7/10/75	INITIATION FEE	2.00			
7 1 0 75	JULY DUES	6.00			
7/29/75	INITIATION FEE	2.00			

NATIONAL LABOR RELATIONS BOARD

Docket No. _____ OFFICIAL EXHIBIT NO. [illegible]

Identified _____

Received _____

MEMBER: SUSAN R. O'KEEFE

ADDRESS: 107-10 Shore Frt Pkway, Rockaway Beach, New York

LEDGER No. B-6-1624

TELEPHONE No. 934-6913 11/25/74 SOC. SEC. No. 050-14-8047

DATE	MONTH OF	CASH	DATE	MONTH OF	CASH
1/13/75	JANUARY DUES	6.00I			
2 2 0 75	FEBRUARY DUES	6.00			
3 1 7 75	MARCH DUES	6.00			
6 1 0 75	APRIL DUES	6.00			
6 1 0 75	MAY DUES	6.00			
6 1 6 75	JUNE DUES	6.00			
6/19/75	INITIATION FEE	1.00			
7/10/75	INITIATION FEE	2.00			
7 1 0 75	JULY DUES	6.00			
7/29/75	INITIATION FEE	2.00			

NATIONAL LABOR RELATIONS BOARD

Case No. _____ OFFICIAL EXHIBIT NO. BC 15F

Disposition: Identified ✓ Received _____

In the matter of: _____

C2

MEMBER: HANORA DONOGHUE LEDGER No. B-6-1625

ADDRESS: 123-11 Rockaway Beach Boulevard, Rockaway Beach, New York

TELEPHONE No. (212) 945-4512 1/09/75 SOC. SEC. No. 138-20-5186

DATE	MONTH OF	CASH	DATE	MONTH OF	CASH
3/17/75	Feb	6-			
4/8/75	March	6-			
4/10/75	April	6-			
5.1.75	MAY DUES	6.00			
6.1.75	JUNE DUES	6.00			
6/19/75	INITIATION FEE	1.00			
7/10/75	INITIATION FEE	2.00			
7.1.75	JULY DUES	6.00			

NATIONAL LABOR RELATIONS BOARD

Docket No. _____ OFFICIAL EXHIBIT NO. Dc. 15 b

Date _____

MEMBER: DARIO CANDELARIO LEDGER No. B-6-1668

ADDRESS: 50 Buchanan Place, Bronx, New York

TELEPHONE No. 584--4946 1/15/75 SOC. SEC. No. 112-36-1467

DATE	MONTH OF	CASH	DATE	MONTH OF	CASH
3/17/75	FEES FOR INITIATION	6.-			
	MARCH	6.-			
	APRIL	6.-			
6.10.75	MAY DUES	6.00			
6.10.75	JUNE DUES	6.00			
6/19/75	INITIATION FEE	1.00			
7/10/75	INITIATION FEE	2.00			
7.10.75	JULY DUES	6.00			
7/29/75	INITIATION FEE	2.00			

NATIONAL LABOR RELATIONS BO

Case No. [illegible] OFFICIAL EXHIBIT NO. GC. 15 H

Disposition: Identified ✓ Received ✓ Rejected

Date received [illegible]

MEMBER: MARY MC GOWAN

LEDGER No. B6-1693

ADDRESS: 29-06 Crescent Street, Astoria NY

TELEPHONE No.

1/28/75

SOC. SEC. No. 109-44-9161

DATE	MONTH OF	CASH	DATE	MONTH OF	CASH
3/17/75	FEB PD	6-			
	MARCH	6-			
	APRIL	6-			
4/6/75	INIT	1-			
5/10/75	MAY DUES	6.00			
6/16/75	JUNE DUES	6.00			
6/19/75	INITIATION FEE	1.00			
7/10/75	INITIATION FEE	2.00			
7/16/75	JULY DUES	6.00			
7/29/75	INITIATION FEE	2.00			

NATIONAL LABOR RELATIONS BOARD

Docket No. _____ OFFICIAL EXHIBIT NO. _____

Disposition { Identified / Received / Rejected

In the matter of: _____

MEMBER: HELEN L. STEIN LEDGER No. (B-6-1696)

ADDRESS: 121-16 Ocean Promenade, Belle Harbor, New York

TELEPHONE No. 634-4879 Oct 31, 1974 SOC. SEC. No. 063-20-3201

DATE	MONTH OF	CASH	DATE	MONTH OF	CASH
3/17/75	DEC DUE I	6-			
	JAN	6-			
	FEB	6-			
6/16/75	MARCH	6-			
6/16/75	APRIL	6-			
6/16/75	MAY DUES	6.00			
6/19/75	INITIATION FEE	1.00			
7/10/75	INITIATION FEE	2.00			
7/25/75	JUNE	6-			
7/29/75	INITIATION FEE	2.00			

NATIONAL LABOR RELATIONS BOARD

Docket No. _____ OFFICIAL EXHIBIT NO. GC-15 J

Disposition: Identified _____ Received ✓ Rejected _____

In the matter of _____

U.S. _____ Witness _____ Reporter _____

MEMBER: JOHN BREEN LEDGER No. B-6-1767

ADDRESS: 165 B. 119th Street, Rockaway Park, New York 11694

TELEPHONE No. Jan 6, 1975 SOC. SEC. No. 054-26-3026

DATE	MONTH OF	CASH	DATE	MONTH OF	CASH
6/10/75	FEB	6-			
6.16.75	MARCH DUES	6.00			
6/19/75	INITIATION FEE	1.00			
7/10/75	INITIATION FEE	2.00			
7/10/75	APRIL	6-			
7/29/75	INITIATION FEE	2.00			

NATIONAL LABOR RELATIONS BOARD

Docket No. OFFICIAL EXHIBIT No. 57

Disposition: Identified ✓ Received Rejected

In the matter of

Witness Reporter

MEMBER: MARGARET FURST

LEDGER No. B-6-1772

ADDRESS: 346-01D B. 88th St. Rockaway Beach, N.Y.

TELEPHONE No. 634-1372 Mar 4, 1975 SOC. SEC. No. 085-46-7375

DATE	MONTH OF	CASH	DATE	MONTH OF	CASH
6.10.75	APRIL DUES	6.00			
6.10.75	MAY DUES	6.00			
6.16.75	JUNE DUES	6.00			
6/19/75	INITIATION FEE	1.00			
7/10/75	INITIATION FEE	2.00			
7.10.75	JULY DUES	6.00			
7/29/75	INITIATION FEE	2.00			

NATIONAL LABOR RELATIONS BOARD

Docket No. _____ OFFICIAL EXHIBIT NO. P-GC 15 L

Identified ✓

Received

MEMBER: Mary Califf
ADDRESS: 188 B 113 Street, Rockaway Park
TELEPHONE No. 474-1172 3/19/75

LEDGER No. B-1822
SOC. SEC. No. 109-14-3466

DATE	MONTH OF	CASH	DATE	MONTH OF
4 1 0 75	APRIL DUES I	6.00		
5 1 6 75	MAY DUES	6.00		
3/19/75	INITIATION FEE	1.00		
7/10/75	INITIATION FEE	2.00		
6 1 0 75	[illegible] DUES JUNE	6.00		
7/29/75	INITIATION FEE	2.00		

NATIONAL LABOR RELATIONS BOARD
Docket No. ____ OFFICIAL EXHIBIT NO. D.C. 45 M
Disposition: Identified ____ Received ✓ Rejected ____
In the matter of: ____

MEMBER: ELLEN MORIZZO

ADDRESS: 162 Beach 96th Street, Rockaway, N.Y. 11693

LEDGER No. (B-6-1974)

TELEPHONE No. 474-3024 Apr 9, 1975 SOC. SEC. No. 084-24-8585

DATE	MONTH OF	CASH	DATE	MONTH OF	CASH
6/16/75	MAY DUES 1	6.00			
6/19/75	INITIATION FEE	1.00			
7/10/75	INITIATION FEE	2.00			
7/10/75	JUNE	6-			

NATIONAL LABOR RELATIONS BOARD
Docket No. OFFICIAL EXHIBIT NO. GC 15 N
Date Rec'd
Date Entered

MEMBER: JUDITH ANN LENEHAN LEDGER No. (B-6-1975)

ADDRESS: 145 Beach 119th Street, Belle Harbor, N.Y. 11694

TELEPHONE No. Apr 25, 1975 SOC. SEC. No. 061-34-6373

DATE	MONTH OF	CASH	DATE	MONTH OF
6/16/75	JUNE DUES I	6.00		
6/19/75	INITIATION FEE	1.00		
7/10/75	INITIATION FEE	2.00		
7 1 0 75	JULY DUES	6.00		

NATIONAL LABOR RELATIONS BOARD

Docket No. _____ OFFICIAL EXHIBIT NO. [illegible]

Disposition { Identified _____ / Received _____ / Rejected _____

In the matter of _____

Date _____ Witness _____ Reporter _____

No. Pages

NAME: SHEILA SCIACCHITANO

ADDRESS: 145 Beach 119th Street, Rockaway Park, N.Y. LEDGER No. (B-6-1976)

TELEPHONE No. 634-2523 Apr 9, 1975 SOC. SEC. No. 134-38-1599

DATE	MONTH OF	CASH	DATE	MONTH OF	CASH
5/6/75	MAY DUES 1	6.00			
5/12/75	INITIATION FEE	1.00			
5/19/75	INITIATION FEE	2.00			
5/20/75	June	6.--			
5/29/75	INITIATION FEE	2.00			

NATIONAL LABOR RELATIONS BOARD
Docket No. _____ OFFICIAL EXHIBIT NO. GC-15-P
Disposition: Identified _____ Received _____ Rejected _____
In the matter of _____
Date _____ Witness _____ Reporter _____

MEMBER: GRACILIANO ORTEGO LEDGER No. (B-6-2020)
ADDRESS: 2937 Far Rockaway Blvd., Far Rockaway, N.Y. 11691
TELEPHONE No. 327-3689 Jul 14, 1975 SOC. SEC. No. 582-40-5987

DATE	MONTH OF	CASH	DATE	MONTH OF
7/29/75	INITIATION FEE I	2.00		

NATIONAL LABOR RELATIONS BOARD
Docket No. OFFICIAL EXHIBIT NO. 2
Disposition: Identified / Received / Rejected
In the matter of
Date Witness Reporter
No. Pages

MEMBER: JOSE ORTEGA LEDGER No. (B-6-2021)

ADDRESS: 504 E. 64th Street, Arverne, N.Y.

TELEPHONE No. Jul 16, 1975 SOC. SEC. No. 580-80-0139

DATE	MONTH OF	CASH	DATE	MONTH OF	CASH
7/29/75	INITIATION FEE I	2.00			

NATIONAL LABOR RELATIONS
Docket No. OFFICIAL EXHIBIT NO.
Identified
Received
Rejected

MEMBER: EILEEN T. CAREY LEDGER No. B-6-1681

ADDRESS: 107-10 Shore Frnt. Parkway, Rockaway Park, New York

TELEPHONE No. 945-5778 1/29/75 SOC. SEC No 105-30-0009

DATE	MONTH OF	CASH	DATE	MONTH OF	CASH
3/12/75	FEB Feb 1	6-			
	MARCH	6-			
	APRIL	6-			
5/2/75	MAY DUES	6.00			
6/16/75	JUNE DUES	6.00			
6/19/75	INITIATION FEE 7/3/75 TERMINATED	35.00			

NATIONAL LABOR RELATIONS BOARD

Docket No. OFFICIAL EXHIBIT A

Dispatched Received Returned

In the matter of

MUTUAL NO. 55-100 75 PAYROLL WEEK ENDING

| | NAME OF EMPLOYEE | EXEMPTIONS | MARITAL STATUS | DAYS AND HOURS | | |

9/4 1974 76

	• TOTAL WAGES	• EMPLOYEE DEDUCTIONS						• NET AMOUNT PAID
						DUES		
1								
2								
3								
4								
5								
6	300 -	17 55	56 50	13 50	4 35	30	92 56	207 52
7								
8								
9	95 -	5 56	11 90	2 30	85	30 6 -	21 91	68 09
10	93 12	5 62	11 50	2 70	85	30	20 29	72 92
11	130 01	7 61	19 20	4 -	1 45	30 6 -	39 06	90 95
12								
13								
14	118 75	6 65	15 50	3 -	1 15	30 6 -	32 66	81 15
15								
16								
17								
18	163 50	9 56	23 50	4 90	1 45	30 6 -	45 91	111 59
19	117 13	6 91	9 60	2 70	85	30 6 -	25 86	93 27
20	58 75	2 04	-	-	-	30 6 -	9 73	44 02
21								
22	81 87	4 74	6 50	1 30	55	30	13 99	68 43
23	55 -	3 27	7 30	50	25	27 6 -	17 54	47 46
24								
25								
26	89 32	5 -	11 -	2 60	95	30 6 -	31 08	62 29
27								
28								
29								
30								
31	56 25	3 24	7 30	1 30	50	28 6 -	18 61	37 52
32								
33	116 88	6 84	7 50	190	40	30 6 -	17 34	99 54
34								
35								
36	200 -	11 70	19 -	4 70	1 70	30	37 80	162 60
37								
38	110 -	6 44	15 70	3 60	130	30	27 34	82 66
39	42 50	2 49	7 50	50	25	28	5 94	36 56
40								
41								
42								
43	135 -	7 90	19 70	4 90		30	32 80	102 20
44	86 25	5 05	10 20	2 -	75	30	18 30	67 95
45	111 25	6 51	13 40	3 -	1 15	30	24 36	86 89
46	141 75	8 29	30 60	5 20	1 85	30	36 14	105 61
47	90 62	5 30	1 20	150	35	30	7 55	83 07
48	45 -	2 63	7 90	60	25	33	6 61	38 39
49	107 50	6 29	11 50	2 30	85	30	21 24	86 36
50								

• CUMULATIVE WAGE & TAX DATA

MUTUAL NO. 55-100 '68 77 PAYROLL WEEK ENDING

	• NAME OF EMPLOYEE				• DAYS AND HOURS						• RATE		
					Day of								
1													
2													
3													
4													
5													
6	Sarah Jaubales	2	S										
7													
8													
9													
10	Tom Mc Geary	1	S		33½	Tom McGeary							
11	Louis Rodrigues	1	S		40	Louis Rodrigues							
12													
13													
14	Tom D'Isola	1	S		15½	Tom D'Isola							
15													
16													
17													
18	Barbara Ferrara	2	S		40	2	Barbara Ferrara						
19													
20	Loretta Kallio	4	M		22½	Loretta Kallio							
21													
22	Marilyn Carter	2	S		40	16	Marilyn Carter						
23	Anne Pennegar	2	M		24½	Peggy Pennegar							
24													
25	Mary Fuffy	0	M		26	Mary Fuffy							
26													
27													
28	Edward Cullen	2	S		28	Edward Cullen							
29													
30	William Pollard	6	M		1 two Car	Pool							
31													
32													
33	Evelyn O'Connor	6	M		40	3	Evelyn O'Connor						
34													
35	Joseph Holway	1	S				Joseph Holway						
36	Kathryn Curry	2	M		-		Kathryn Curry						
37													
38	Helen Hasler	0	M										
39	Bill Cleary	1	S		40	4½	Bill Cleary						
40	Maria De Luz	4	S		32½	Maria De Luz							
41	Steven Donahue	1	S		38	Steven Donahue							
42	Julio Febo	1	S		16	Julio Febo							
43	Hyda Feldman	0	M										
44	Robert Rothenberg	1	S		8	Robert Rothenberg							
45	Mary Abernathy	1	M		40	6½	Mary Abernathy						
46	Wanda Sullivan	0	M		40	5½	Wanda Sullivan						
47	Dennis Gonzalez	1	S		8½	Dennis Gonzalez							
48	Joan Gruccio	5	S		13½	Joan Gruccio							
49	Kathy Fagan	2	S		35	Kathy Fagan							
50													

10/9 1974 78

Month of _____ 19__

	• TOTAL WAGES	• EMPLOYEE DEDUCTIONS							• NET AMOUNT PAY	• CUMULATIVE WAGE & TAX DATA					
		FED INC TAX	SOC SEC TAX	STATE INC TAX	CITY INC TAX	DISAB INS	UNION DUES	MISC		GROSS	FED INC TAX	SOC SEC TAX	STATE INC TAX	CITY INC TAX	DISAB INS
1															
2															
3															
4															
5	✓														
6	225	13 16	36 10	8 10	2 70	30			60 36	164 64					
7															
8															
9															
10	✓ 53 75	6 42	9 50	1 80	70	30	6 -		73 20	60 55					
11	116 21	9 87	26 60	5 60	1 85	30	6 -		50 27	118 49					
12															
13															
14	✓ 32 75	2 27	1 90	40	1 20	19	6 -		10 96	27 79					
15															
16															
17															
18	✓ 129 -	7 55	16 70	3 10	1 15	30	6 -		33 80	95 20					
19															
20	✓ 52 75	3 66				21	6 -		9 73	49 02					
21	✓														
22	160 -	9 35	23 60	4 40	1 65	30	6 -		45 71	114 29					
23	✓ 75 13	4 38	9 30	1 10	55	30	6 -		16 93	56 20					
24															
25															
26	✓ 15 -	3 80	8 10	1 60	14	30	6 -		30 46	44 60					
27															
28	✓ 95 -	5 56	6 -	1 80	70	30			17 32	77 64					
29															
30	✓ 42 25	2 27				21			3 68	39 57					
31															
32	✓														
33	111 25	6 51	2 20	1 70	40	30	6 -		16 11	95 14					
34															
35	✓ 125 -	7 31	15 70	3 80	1 30	30			31 41	93 59					
36	110 -	6 44	11 10	2 50	1 -	30			21 34	88 66					
37	✓														
38	✓ 110 -	6 44	15 70	3 60	1 30	30			27 34	82 66					
39	✓ 116 88	6 84	16 60	3 30	1 15	30	6 -		34 19	87 69					
40	✓ 84 38	4 94	2 30	70	35	30			8 54	75 79					
41	✓ 95 -	5 56	11 90	2 30	85	30			20 91	74 09					
42	✓ 40 -	2 34	2 20	50	20	30			5 44	34 56					
43	✓ 135 -	7 90	19 70	4 90	1 -	30			52 80	102 20					
44	✓ 28 -	1 17	"	"	"	10			1 27	18 73					
45	✓ 123 00	7 27	15 -	3 50	1 35	30	6 -		33 37	90 13					
46	144 75	8 47	20 50	5 10	1 85	30	6 -		41 32	102 43					
47	✓ 21 25	1 24	"	"	"	5	11		1 40	19 85					
48	✓ 33 75	1 97	"	"	"	1	17	1	2 14	31 61					
49	✓ 87 50	5 17	7 60	1 60	60	30	6 -		21 17	66 38					
50															

INSTITUTE NO. 55-100 — 79 — PAYROLL WEEK ENDING

	EXEMPTIONS	MARITAL STATUS	SEX	DAYS AND HOURS							RATE		REGULAR WAGES	OVERTIME WAGES
NAME OF EMPLOYEE														
1														
2														
3														
4														
5 Sarah Jantsch	2	S												
6														
7														
8														
9														
10 Tess McCleary	1	S					40	3/4			Tess McCleary			
11 Jose Rodriguez	1	S					40	12			Jose Rodriguez			
12														
13 Tom O'Toole	1	S					3	1/4			Tom O'Toole			
14														
15														
16														
17														
18 Barbara Davis	2	S					40	5/4			Barbara Davis			
19														
20 Loretta Kallo	4	M					31	1/4			Loretta Kallo			
21														
22 Marilyn Carter	2	S					40	10	1/4		Marilyn Carter			
23														
24 Thomas Hughes	0	S					7				Thomas Hughes			
25 Helen Stein	2	M					27	1/4			Helen Stein			
26 Mary Rigsby	0	M					29	1/4			Mary Rigsby			
27														
28 Edward Cullen	2	S					40				Edward Cullen			
29														
30 Thomas Keguit	1	S					38	1/4			Thomas Keguit			
31 Mary Meyers	1	M					18	3/4			Mary Meyers			
32														
33 Evelyn O'Connor	0	M					40	1	1/4		Dennis O'Connor			
34														
35 Sheilah Graham	1	S					16				Sheilah Graham			
36 Kathryn Curry	2	M									Kathryn Curry			
37														
38 Helen Hagler	0	M												
39 Bill Cleary	1	S					40	2	1/4		Bill Cleary			
40 Maria De Paz	4	S					33				Maria De Paz			
41 Steven Donohue	1	S					31	1/4			Steven Donohue			
42														
43 Ada Silverstein	0	M												
44														
45 Mary Abernethy	1	M					40	8	1/4		Mary Abernethy			
46 Wanda Sullivan	0	M					40	2	1/4		W Sullivan			
47														
48 Joan Gruenke	5	S					40	10	1/4		Mary Abernethy			
49														
50														

11/6 1974 80

	• TOTAL WAGES	• EMPLOYEE DEDUCTIONS						• NET AMOUNT PAYABLE	• CUMULATIVE WAGE & TAX DATA					
		FED. INCOME TAX	FED. SOCIAL SEC. TAX	STATE INCOME TAX	CITY INCOME TAX		UNION DUES							
1														
2														
3														
4														
5	225 -	13 14	30 10	8 10	2 70	2 -		60 36	104 64					
6														
7														
8														
9														
10	101 91	5 96	15 40	2 60	1 -	30	6 -	29 36	72 65					
11	163 50	9 57	24 60	5 60	1 85	30	6 -	49 92	113 64					
12														
13														
14	108 54	6 12	17 50	2 40	1 -	30	6 -	29 42	75 12					
15														
16														
17														
18	143 62	8 40	18 80	2 90	1 85	30	6 -	38 85	104 77					
19														
20	87 84	4 85	2 10	60	30	30	6 -	14 15	65 69					
21														
22	147 66	8 64	19 90	4 10	1 85	30	6 -	45 39	107 27					
23														
24	18 91	1 08	-	-	-	-		1 07	17 33					
25	72 30	4 02	4 80	1 10	45	30		10 88	61 44					
26	82 50	5 18	11 -	2 60	95	30	6 -	27 63	61 47					
27														
28	110 -	6 60	15 60	3 50	1 -	30	6 -	28 75	81 26					
29														
30	93 71	5 62	11 40	2 30	85	30		20 17	72 54					
31	49 31	2 88	3 30	70	30	30		7 45	41 83					
32														
33	126 75	7 41	4 30	1 20	50	30	6 -	19 71	107 04					
34														
35	47 08	2 46	2 60	50	35	25		5 92	36 16					
36	120 -	7 02	12 70	2 90	115	30	6 -	30 97	89 93					
37														
38	135 -	7 90	19 70	4 90	165	30		34 45	100 55					
39	109 15	6 39	14 50	2 80	1 -	30	6 -	30 94	78 16					
40	86 79	5 08	12 60	70	35	30	6 -	15 03	71 76					
41	103 12	6 03	13 40	2 60	1 -	30	6 -	29 33	73 79					
42														
43	160 -	9 36	24 10	6 30	-	30		40 06	119 94					
44														
45	137 -	8 05	17 40	4 30	1 45	30	6 -	37 55	100 29					
46	153 75	8 99	22 50	5 80	2 10	30	6 -	45 69	108 06					
47														
48	146 67	8 58	10 80	2 40	90	30	6 -	28 95	117 69					
49														
50														

CONTRACT NO. 55-100 • 81 PAYROLL WEEK ENDING

• NAME OF EMPLOYEE	WITHHOLDING EXEMPTIONS	MARITAL STATUS	DAYS AND HOURS							• RATE		GROSS AMOUNT EARNED	DEDUCTIONS
1													
2													
3													
4													
5													
6													
7 Fabio Ramirez	7	M											
8													
9													
10 Tara DeLeary	1	S	10½										
11													
12													
13 Tom O'Toole	1	S	30¼										
14													
15													
16													
17													
18 Barbara Powers	2	S	40	5½									
19													
20 Susan O'Keefe	1	S	40	7½									
21													
22 Marilyn Carter	2	S	37¼										
23													
24 Thomas Hughes	0	S	5¹										
25 Helen Stacy	2	M	22¼										
26 Mary Duffy	0	M	35¼										
27													
28													
29													
30													
31 Carol Ann Tracy	1	S	35¼										
32													
33 Evelyn O'Connor	6	M	35										
34													
35													
36 Kathryn Curry	2	S											
37													
38 Helen Hayden	0	M											
39 Bill Cleary	1	S	40	10									
40 Maria La Paz	4	S	34										
41 Steven Donohue	1	S	39½										
42													
43 Ada Seelstein	0	M											
44													
45 Mary Abernethy	1	M	40	3½									
46 Wanda Sullivan	0	M	40	12¼									
47													
48 Joan Fruendt	5	S	40	6½									
49													
50													

12/11 - 74 Week 82

Month of 19

• TOTAL WAGES	• EMPLOYEE DEDUCTIONS							• NET AMOUNT PAID
						OTHER DUES		
200 -	11 70	14 40	3 40	1 30	30		21 10	106 90
148 66	9 18	3 30	70	1 30	30	6 -	13 37	35 27
57 06	3 33	4 90	1 -	100	30	6 -	15 91	41 15
144 75	8 37	15 80	3 90	1 35	30	6 -	35 90	104 53
139 94	8 19	2 30	4 20	1 95	30		35 94	104 00
100 21	6 07	1 90	3 10	85	30	6 -	25 71	78 09
21 53	1 27	-	-	-	-		4 27	16 26
20 22	4 30	4 60	1 -	40	30		15 00	14 37
107 45	6 27	1 90	3 40	1 30	30	6 -	30 01	77 18
94 02	5 50	1 90	2 30	95	30		30 25	72 17
165 -	9 90	1 50	60	30	30	6 -	14 34	90 16
130 -	7 61	16 70	3 40	1 30	30	6 -	35 31	94 69
135 -	7 90	18 70	4 90	1 65	30		34 45	100 55
151 30	8 85	2 45	5 10	1 85	30	6 -	46 60	104 70
29 42	5 23	2 90	80	35	30	6 -	15 58	73 84
102 63	6 35	1 45	2 80	1 -	30	6 -	30 95	77 68
160 -	9 36	24 10	6 30	-	30		40 06	119 54
124 45	7 28	15 -	3 50	1 30	30	6 -	33 38	91 07
127 28	7 42	18 10	4 40	1 60	30	6 -	37 78	90 10
136 85	8 01	8 40	2 -	80	30	6 -	36 01	110 84
32 13	1 99	5 30	1 25	70	30		11 21	11480

• CUMULATIVE WAGE & TAX DATA

MUTUAL A.D. 55-109

83 PAYROLL WEEK ENDING

	NAME OF EMPLOYEE	EXEMPTIONS		DAYS AND HOURS					RATE		REGULAR WAGES	EARNINGS
									AMOUNT	TERM		
1												
2												
3												
4												
5												
6												
7	Helen Parmer	1	M									
8												
9												
10	Tom Mahoney	1	S	24								
11												
12												
13												
14	Tom O'Toole	1	S	18¼								
15												
16	Robert Scarola	1	S	8¼								
17												
18	Barbara Jones	2	S	40	3/4							
19												
20												
21	Susan R. O'Keefe	1	S	40	3/4							
22												
23	Marilyn Carter	2	S	32¼								
24												
25	Thomas Hughes	0	S	23¾								
26	Helen Hughes	2	M	30¼								
27												
28	Mary Duffy	0	M	40	3/4							
29												
30	Belle Quarleau	0	M									
31	Jude Hughes	0	M									
32												
33	John Brown	5	M	16¼								
34												
35	Evelyn O'Connor	6	M	22¾								
36												
37												
38	Kathryn Cussy	3	S									
39												
40	Helen Yaeles	0	M									
41	Bill Cleary	1	S	40	1¼							
42	Marie La Pas	4	S	36	3/4							
43	Steven Penahue	1	S	40	1/2							
44												
45	Ada Perlstein	0	M									
46												
47	Mary Abernethy	1	M	40	1/2							
48	Wanda Sullivan	0	M	23¾								
49												
50	Joan Gurnsey	5	S	40	7/4							
51	Arlene Slattery	1	S	40	3							

	NAMES OF EMPLOYEES				
1	David J Frankel	4	M		
2	Fabio Ramirez	7	M		
3					
4	Tim McAvoy	1	S	23¾	
5	Tom O'Toole	1	S	2X	
6	John Brew	5	M	40 10	
7	Barbara Pinzo	2	S	40	
8					
9	Paria Candelario	1	S	40 11	
10	Steven Pomeroy	1	S	40	
11	Susan R. O'Keefe	1	S	40 1	
12	~~Penny Cogates~~				
13	Kathryn Carey	2	S	40 4¼	
14	Marcia Faircloth	1	S	23¾	
15	Wanda Sullivan	0	M	26¾	
16	Arlene Slattery	1	S	55	
17					
18	Helen Stein	2	M	32¾	
19	Mary Duffy	0	M	24	
20	Eileen Carey	4	M	34½	
21	Marilyn Carter	2	S	34	
22	Bill Casey	1	S	40 11¾	
23	Maria De Paz	4	S	36¾	
24	Mary Abernethy	1	M	38½	
25	Joan Lavelle	5	S	40	
26	Mary McGowan	2	E	37½	
27					
28	Judy Hagler	0	M		
29	Bella Weisblum	1	M		
30	Helen Hagler	0	M		
31					
32	Aida Perlstein	0	M		
33					
34					
35					
36					
37					

BEST COPY AVAILABLE

7/5 1975 · 86

TOTAL EARNINGS	EMPLOYEE DEDUCTIONS: FED. SOC. SEC.	FED. INCOME TAX	STATE INCOME TAX	CITY WITHH. TAX	DUES	[illegible]	NET AMOUNT PAYABLE
180 -	10 53	18 10	4 50	1 60	30	35 03	144 97
200 -	11 70	14 40	3 90	1 30	20	31 10	162 90
61 15	3 58	5 50	1 10	45	30	6 -	10 92	44 23
83 -	4 86	9 50	1 80	70	30	6 -	33 16	59 84
192 50	11 26	17 40	4 30	1 70	30		34 96	157 54
124 50	7 28	14 60	2 90	1 15	30	6 -	32 23	92 27
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
175 -	10 24	16 50	4 -	1 60	30		32 14	142 36
120 -	7 02	17 60	3 60	1 20	30	12 -	35 72	84 28
141 15	8 26	21 80	4 50	1 65	30	6 -	42 51	98 64
150 74	8 89	21 40	4 40	1 65	30	6 -	42 59	108 17
71 25	4 11	7 30	1 40	50	30		13 61	57 64
80 25	4 69	10 70	2 30	85	30	6 -	24 54	55 71
92 05	5 38	11 40	2 20	85	30	6 -	26 13	65 92
86 13	5 04	7 -	1 50	60	30		14 44	71 69
87 -	5 09	11 70	2 50	90	30	6 -	26 49	60 51
94 88	5 55	3 70	1 -	40	30		10 95	83 93
93 50	5 47	8 70	1 70	70	30	6 -	22 87	70 63
158 41	9 29	24 50	5 10	1 85	30	6 -	47 02	111 39
96 65	5 65	4 20	1 -	45	30	6 -	17 60	79 05
105 87	6 19	17 60	2 80	1 -	30	6 -	28 89	76 98
110 -	6 44	4 40	1 10	50	30	6 -	18 74	91 26
98 63	5 77	9 80	2 -	75	30		18 62	80 01
135 -	7 90	19 70	4 90	1 65	30		34 45	100 55
135 -	7 90	17 40	4 30	1 45	30		31 35	103 65
135 -	7 90	19 20	4 90	1 65	30		34 45	100 55
160 -	9 36	24 10	6 30	2 20	30	84 -	40 06	119 94
3467 36	185 32	355 -	73 50	27 20	7 80		737 -	2730 94
							mid 12	2105 49

CUMULATIVE WAGE & TAX DATA: FED. SOC. SEC.	FED. INCOME TAX	STATE INCOME TAX	CITY INCOME TAX	[illegible]

125 37
115 50
253 70
724 57
6887 -
14350
+ 50 -
19150 ✓

MUTUAL NO. 53-133 — 87 — PAYROLL WEEK ENDING

	NAME OF EMPLOYEE			Day of	
1	David Frankel	4	M		
2	James Green	2	S	13	James Green
3					
4	Tom McHenry	1	S	28	Tom McHenry
5	Tom O'Toole	1	S	22½	Tom O'Toole
6	John Brew	5	M	40 10	John Brew
7	Barbara Davis	2	S	35	Barbara Davis
8	Joe Donahue	0	S	24	Joseph Donahue
9	Dario Candelario	4	M	40 11	Dario Candelario
10	Steven Donahue	1	S	40 ½	Steven Donahue
11	Susan R. O'Keefe	1	S	40 2½	Susan R. O'Keefe
12	Beatrice Hickey	1	S	14½	Beatrice Hickey
13	Kathryn Cleary	2	S	33½	
14	Hanora Donoghue	1	S	33	H Donoghue
15	Wanda Sullivan	0	M	30	
16	Arlene Slattery	1	S	32½	Arlene Slattery
17	Wilhelmina Jones	7	M	7½	
18	Helen Stern	2	M	35	Helen R. Stern
19	Mary Duffy	0	M	36½	Mary Duffy
20	Eileen Carey	4	M	37½	Eileen Carey
21	Marilyn Carter	2	S	37½	Marilyn Carter
22	Bill Cleary	1	S	25½	
23	Myra De Paz	4	S	27½	
24	Mary Abernethy	1	M	23	
25	Joan Greenlee	5	S	31½	
26	Mary McGowan	2	S	38½	Mary McGowan
27	Margaret Furst	1	S	14½	Margaret Furst
28	Andy Hagler	0	M		
29	Belle Belenkum	1	M		
30	Helen Hagler	0	M		
31	Albert Hagler	5	M		
32	Aida Poulsen	0	M		
33					
34					
35					
36					
37					
38					
39					

3/5 1975 88

GROSS WAGES	FED. W/H					NET AMOUNT PAYABLE	
335 03	10 53	18 10	4 50	1 60	30	35 03	300 -
45 50	2 66	90	30	15	23	4 34	41 16
73 69	4 31	7 70	1 50	55	30	14 30	59 28
61 88	3 62	5 50	1 10	45	30	10 97	50 91
192 50	11 26	17 40	4 30	1 70	30	34 96	157 54
105 -	6 14	11 50	2 30	85	30	21 09	83 91
63 12	3 69	8 50	1 50	55	30	14 54	48 58
175 -	10 24	16 50	4 -	1 60	30	32 64	142 36
123 38	7 20	17 60	3 50	1 30	30	29 90	93 48
181 25	7 65	19 70	4 -	1 45	30	33 13	98 12
38 04	2 23	1 90	40	20	19	4 92	33 12
109 69	6 42	11 50	2 30	85	30	21 37	88 25
99 -	5 79	17 70	2 50	90	30	27 19	70 81
90 -	5 27	17 30	3 70	90	30	31 65	10 98
88 69	5 19	10 60	2 10	50	30	18 99	69 70
22 50	1 23	-	-	-	11	1 34	21 16
92 05	5 36	5 -	1 70	70	30	16 08	75 97
109 50	6 41	14 40	3 40	1 70	30	26 21	83 29
94 88	5 55	3 70	1 -	40	30	10 95	83 93
103 81	6 07	10 40	2 10	85	30	19 72	84 09
70 13	4 10	7 30	1 40	50	30	13 60	56 53
71 67	4 19	90	30	15	30	5 34	66 33
63 25	3 70	6 50	1 10	45	30	11 05	52 20
86 63	5 07	60	40	20	30	6 57	80 06
105 19	6 15	11 50	2 90	85	30	21 10	84 09
38 14	2 23	1 90	40	20	19	4 92	33 12
135 -	7 90	19 70	4 90	1 65	30	34 45	100 55
135 -	7 90	17 40	4 30	1 45	30	31 35	103 65
135 -	7 90	19 70	4 90	1 65	30	34 45	100 55
48 -	2 75				25	3 -	45 -
160 -	9 36	24 10	6 30	-	30	40 06	119 94
320 51	18 14	50	7 50	2	87		
						39	18 19 65
	35		10		3	5	

178 [illegible]
67375
69 [illegible]
134 20
50 -
184 20

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89 PAYROLL WEEK ENDING

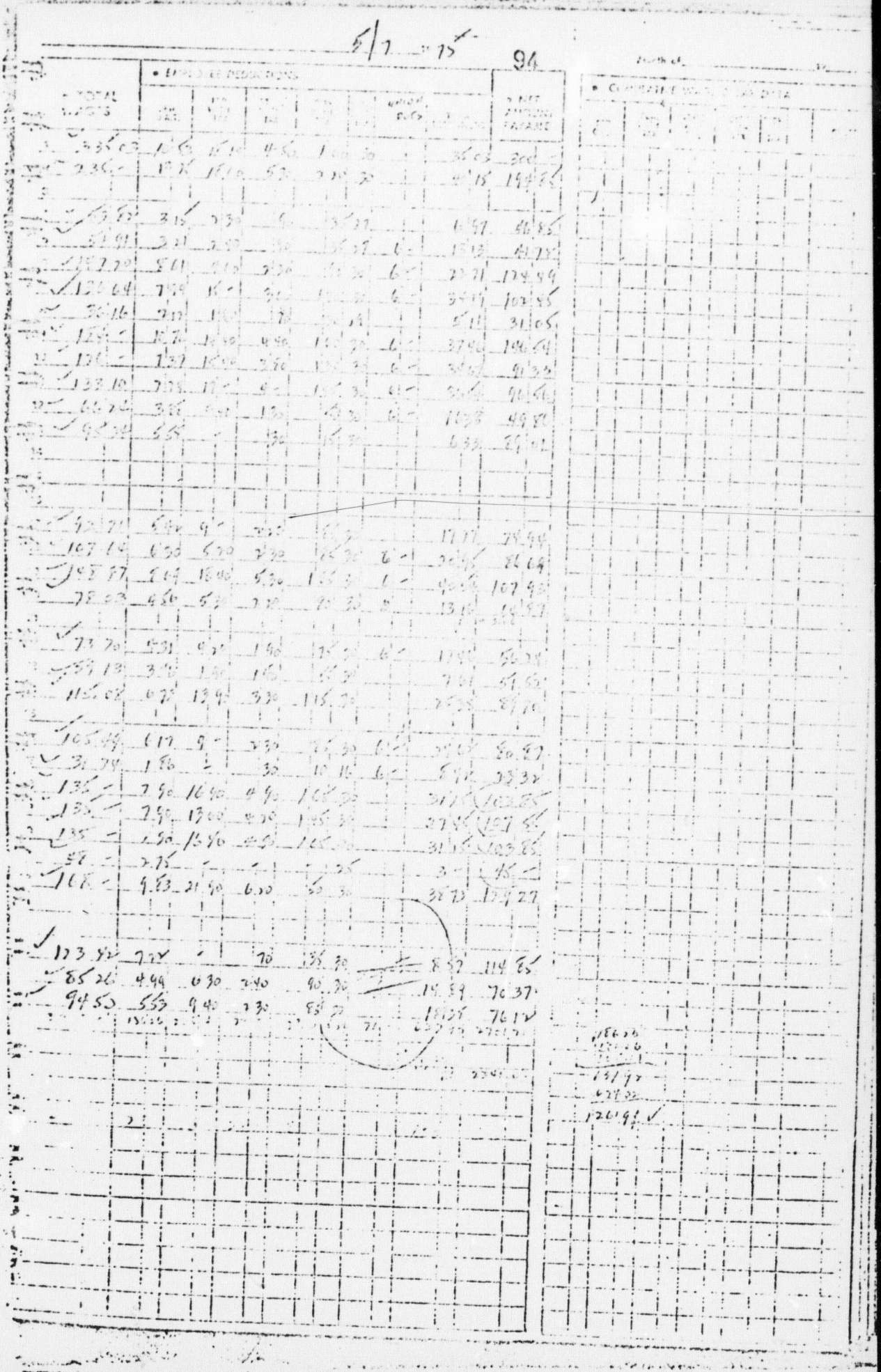
	NAME OF EMPLOYEE				
1	David Frankel	4	M		
2	James Green	2	S	31¼	James Green
3					
4	Tom McCleary	1	S	32	
5	Tom O'Toole	1	S	26¼	Tom O'Toole
6	John Brown	5	M	40	John Brown
7	Barbara Jones	2	S	40 2¼	Barbara Jones
8	Joe Donahue	0	S	40 10	Joe Donahue
9	Dario Candelario	4	M	40 11	Dario Candelario
10	Steven Donahue	1	S	40	Steven Donahue
11	Susan L. O'Keefe	1	S	40 2¼	Susan L. O'Keefe
12	Beatrice Hickey	1	S	35	Beatrice Hickey
13	Anna Campbell	1	S	21¾	Anna Campbell
14	Hannah Donoghue	1	S	35	Hannah Donoghue
15					
16	Arlene Slattery	1	S	19¼	Arlene Slattery
17					
18	Helen Stein	2	M	37	Helen R. Stein
19	Mary Duffy	0	M	36¼	Mary Duffy
20	Eileen Carey	4	M	31¼	Eileen Carey
21	Marilyn Carter	2	S	35¾	Marilyn Carter
22	Phyllis Gallagher	0	M	35¾	Phyllis Gallagher
23					
24					
25					
26	Mary McGowan	2	S	38¾	Mary McGowan
27	Margaret Furst	1	S	34¾	Margaret Furst
28	Judy Hagler	0	M		Judy Hagler
29	Bella Weisblum	1	M		Bella Weisblum
30	Helen Hagler	0	M		Helen Hagler
31	Albert Hagler	5	M		Albert Hagler
32	Aida Feldstein	0	M		
33					
34	Joanne White	5	M	8¼	Joanne White
35	Phyllis Gallagher	0	M	Time	Phyllis Gallagher
36					
37					
38					
39					

TOTAL WAGES	EMPLOYEE DEDUCTIONS: FED O.A.S.	FED W/H TAX	STATE W/H TAX	CITY W/H TAX	[illegible]	Union Dues	[illegible]	AMOUNT PAYABLE	CUMULATIVE WAGES & TAX DATA: FED O.A.S.	FED W/H TAX	STATE W/H TAX	[illegible]
335 03	10 55	15 10	4 50	1 10	30		35 03	300 -				
109 38	6 28	1 50	2 30	85	30		21 33	88 05				
84 16	4 90	9 30	1 90	75	30	6 -	23 67	60 49				
72 19	4 32	7 20	1 50	55	30	6 -	20 37	51 92				
182 -	10 65	16 20	3 90	1 35	30		31 40	150 10				
131 25	7 65	10 70	3 40	1 30	30	6 -	35 38	95 87				
144 70	8 45	24 90	5 20	1 85	30		40 70	104 -				
175 -	10 20	12 60	4 -	1 60	30	18 -	50 64	124 36				
120 -	7 02	17 10	3 60	1 20	30	6 -	35 72	84 28				
131 25	7 68	19 70	4 -	1 95	30	6 -	39 13	91 12				
92 05	5 38	11 40	2 20	85	30		20 13	71 92				
59 81	3 50	5 80	1 -	40	30		10 40	49 41				
105 -	6 14	14 60	2 80	1 -	30	6 -	30 74	74 26				
53 63	3 14	4 20	90	35	27	6 -	14 80	38 77				
97 31	5 64	8 60	1 90	75	30	18 -	35 24	67 07				
109 50	6 44	14 90	3 40	1 20	30	6 -	32 21	77 29				
86 63	5 07	2 60	70	35	30	18 -	27 07	59 61				
98 31	5 75	9 80	2 -	75	30	30 -	24 60	73 71				
98 31	5 75	13 60	3 -	1 10	30		23 75	74 56				
106 56	6 23	11 50	2 30	85	30	18 -	39 18	67 38				
91 39	5 35	11 -	2 20	80	30		19 65	71 74				
135 -	7 90	19 70	4 90	1 65	30		34 45	100 55				
135 -	7 90	17 40	4 30	1 45	30		31 35	103 65				
135 -	7 90	19 70	4 90	1 65	30		34 45	100 55				
48 -	2 75	-	-	-	25		3 -	45 -				
160 -	9 36	24 10	6 30	-	30		40 06	119 94				
123 38	1 37	"	"	"	11		1 48	21 90				
22 -	1 29	-					1 29	20 71				
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]				

PAYROLL WEEK ENDING

	NAME OF EMPLOYEE				
1	David Frankel	4	M		
2	Mel Beffell	10	M		
3					
4	Jane McGeary	1	S	19½	
5	Tom O'Toole	1	S	33	Tom O'Toole
6	John Brown	5	M	40	John Brown
7	Barbara Jones	2	S	39½	Barbara Jones
8	Joe Perkins	0	S	40 2¼	Joseph R. Perkins
9	Dario Cardenas	4	M	40 2¼	Dario Cardenas
10	Steven Perkins	1	S	40	Steven Joseph Perkins
11	Seamus R O'Keefe	1	S	38	(James R O'Keefe)
12	Beatrice Hickey	1	S	37½	B. Hickey
13	Valerie Cascella	2	S	34½	Valerie Cascella
14	Hanora Donoghue	1	S	40 3½	H Donoghue
15					
16	Arlene Slattery	1	S	39½	Arlene Slattery
17					
18	Helen Stein	2	M	20¾	Helen L Stein
19	Mary Duffey	0	M	40 3	Mary Duffey
20	Eileen Carey	0	M	38½	Eileen Carey
21	Marilyn Carter	2	S	32½	Marilyn Carter
22	Phyllis Gallagher	0	M	28½	Phyllis Gallagher
23					
24					
25					
26	Mary McGowan	2	S	40	Mary McGowan
27	Margaret Trust	1	S	36	Margaret Trust
28	Judy Hasler	0	M	[illegible]	
29	Bella Wachtel	1	M		
30	Helen Hasler	0	M		
31	Albert Hasler	5	M		
32	Linda Feldstein	0	M		
33					
34	Thomas Hughes	1	S	29½	Thomas Hughes
35					
36	Mary Califf	0	M	27½	Mary Califf
37					
38					
39					

TOTAL WAGES	EMPLOYEE DEDUCTIONS						NET AMOUNT PAYABLE	CUMULATIVE WAGES BEFORE THIS PAY
	FED. TAX	STATE TAX	CITY TAX	OTH.	UNION DUES	TOTAL		
335 03	10 50	18 10	4 50	1 60	30		35 03	300 —
380 —	22 13	—	—	—	30		52 53	257 87
51 29	3 —	3 80	80		30	25	8 15	43 14
19 25	5 31	11 —	2 20	80	30	6 —	35 61	65 14
140 —	8 19	9 —	2 20	90	30		20 59	119 41
118 50	6 93	13 60	2 70	1 —	30	6 —	30 53	87 97
114 09	6 69	18 60	3 60	1 30	30	6 —	36 49	77 60
155 —	5 46	17 10	2 90	1 10	30	6 —	30 25	119 17
120 —	7 07	17 50	3 50	1 20	30	6 —	36 27	84 26
119 —	6 67	15 50	3 —	1 15	30	6 —	32 67	81 35
97 97	5 28	12 30	2 40	90	30	6 —	27 03	70 34
94 88	5 55	9 —	1 80	70	30		17 35	77 53
135 75	7 90	20 50	4 20	1 65	30	10 —	44 19	91 96
108 63	6 35	14 50	2 80	1 —	30	6 —	30 98	77 65
54 57	3 19	7 10	60	75	30	6 —	12 31	42 26
133 50	7 81	18 90	4 70	1 65	30	6 —	39 36	94 14
105 88	6 19	14 90	3 40	1 20	30	6 —	31 99	73 89
88 69	5 19	8 —	1 60	65	30	6 —	21 74	66 95
77 69	4 61	10 10	2 10	80	30		17 81	59 85
118 26	6 92	13 60	2 70	1 —	30	6 —	30 52	87 74
94 68	5 54	11 90	2 30	85	30	6 —	26 89	67 79
135 —	7 90	19 70	4 90	1 65	30		34 45	100 55
135 —	7 90	17 80	4 30	1 45	30		31 35	103 65
135 —	7 90	19 70	4 90	1 65	30		34 45	100 55
48 —	2 75	—	—	—	25		3 —	45 —
160 —	9 36	24 10	6 30	—	30		40 06	119 94
81 13	4 75	9 10	1 70	70	30		16 55	64 58
61 19	3 58	7 50	1 50	55	30		13 43	47 76
130 —	3 50	40	77 60	25	4 80	90		
							net 30 19	35 94



MUTUAL NO. 55-100 · 95 · PAYROLL WEEK ENDING

| | NAME OF EMPLOYEE | | | DAYS AND HOURS | | |

	• TOTAL WAGES	• EMPLOYEE DEDUCTIONS				UNION DUES		• NET AMOUNT PAID
	336.03	10 53	18 10	4 50	1 60	30	35 03	300 -
	240 -	14 -	20 -	4 70	1 -	30	40 -	200 -
	51 75	3 03	1 90	80	30	36 6 -	12 19	39 46
	52 02	3 04	2 10	90	35	36 1 -	12 55	39 47
	177 70	8 61	4 60	2 30	90	30 6 -	22 71	124 49
	76 75	4 61	4 -	1 30	50	20 6 -	16 71	62 04
	184 -	10 76	12 90	4 40	1 60	30 6 -	37 40	146 54
	100 80	5 90	6 90	2 65	1 -	30 6 -	26 70	74 10
	141 37	8 27	13 -	4 40	1 65	30 6 -	31 94	101 45
	87 32	5 17	-	40	1 25	30 6 -	12 12	76 20
	154 52	8 95	13 -	4 40	1 65	30 6 -	40 13	104 29
	130 07	7 61	17 -	4 -	1 65	30 6 -	36 35	93 71
	143 52	8 40	11 70	3 80	1 45	30 6 -	31 65	111 87
	104 52	6 73	11 40	3 60	1 30	30 6 -	39 35	85 65
	64 50	3 77	2 90	1 60	60	30 6 -	15 17	49 33
	79 42	4 36	4 60	2 -	75	30 6 -	18 -	56 42
	66 -	3 86	3 70	1 70	60	30 6 -	15 60	50 34
	76 85	4 44	3 40	1 10	45	30 6 -	15 69	60 17
	53 82	3 21	2 40	90	35	27 6 -	13 13	40 69
	135 -	7 90	16 40	4 90	1 65	30	31 15	103 85
	135 -	7 90	16 40	4 90	1 65	30	31 15	103 85
	135 -	7 90	16 40	4 90	1 65	30	31 15	103 85
	48 -	2 75	-	-	-	25	3 -	(45 -
	168 -	9 83	21 90	6 20	2 50	30	35 13	129 27
	20 25	1 18	-	-	-	5 10	1 33	12 64
	195 14	11 42	7 80	2 40	1 30	30	23 37	171 47
	87 92	5 11	6 60	2 50	90	30 6 -	21 41	66 01
	75 63	4 42	-	1 10	45	30	6 27	69 36
	29 59	1 71	-	50	20	14	2 55	27 04
	5 26	30	-	-	-	-	30	4 96
	19 73	1 15	-	-	-	-	1 15	18 58
	20 35	1 19	-	30	15	10	1 74	18 64
	193 96	11 35	16 40	4 80	1 90	30	34 75	159 21
							net	2500 13

	NAME OF HOUSEHOLD			Pg of
1	Ford Frankel	4	M	
2	Wm Helmerich	1	M	
3				
4	Tom McGarry	1	S	21/4 Tom McGarry
5	Tom O'Toole	1	S	17/4 Tom O'Toole
6	John Brown	5	M	40
7	Barbara Jones	2	S	30 2/4 Barbara Jones
8				
9	Dario Candelario	4	M	40 11 Dario Candelario
10	Steven Donahue	1	S	32/4 Steven Donahue
11	Susan R. O'Keefe	1	S	40 2/4 Susan R. O'Keefe
12				
13	Judith Lenehan	5	S	34/4 Judith Lenehan
14	Horace Donoghue	1	S	40 3/4 Horace Donoghue
15				
16				
17	Ellen Hennessy	1	S	40 3/4 Ellen Hennessy
18	Helen Stein	2	M	33 Helen L. Stein
19	Mary Duffy	0	M	33/4 Mary Duffy
20	Eileen Carey	0	M	3/4 Eileen Carey
21				
22	Phyllis Gallagher	0	M	19 Phyllis Gallagher
23	Stella Scarcella	0	M	3/4 Stella Scarcella
24				
25				
26	Mary McGowan	2	S	32/4 Mary McGowan
27	Margaret Finch	1	S	18 Margaret Finch
28	Judy Hafler	0	M	1/4 Judy Hafler
29	Bobbie Wingham	0	M	1/4 Bobbie Wingham
30	Helen Hafler	0	M	1/4 Helen Hafler
31	Ward Hafler	5	M	1/4 Ward Hafler
32	Linda Hafstein	0	M	
33	Jocelyn Shaw	1	S	12/4 Jocelyn Shaw
34				
35	M. Ortega	7	M	40 9/4 M. Guadalupe Ortega
36	Mary Califf	0	M	2 3/4 Mary Califf
37				
38	Mary Shields	2	M	38 Mary Shields
39	Yvette Hall	0	M	12/4 Yvette Hall
40				
41	Jesse Quiff	0	S	1
42	Debra Steckin	1	S	9/4 Debra Frances
43				
44	José Ortega	4	M	40 6 José G. Ortega
45				
46				
47				
48				
49				
50				

6/18 3775

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TOTAL SALES	EXCISE DEDUCTIONS						NET AMOUNT
215 –	7 64	12 32	3 60	1 10 30		25 –	2 60
340 –	14 –	20 –	4 70	1 – 30		40 –	3 40
59 35	3 87	3 20	1 –	50 30		8 37	50 97
51 30	3 –	1 90	50	30 87		6 37	46 03
142 20	8 61	8 50	2 30	90 30	1 –	11 71	129 49
139 –	8 10	15 –	3 60	1 30 30		28 33	110 67
181 –	10 50	18 50	4 90	1 70 30	1 –	33 46	151 54
101 69	5 90	10 90	2 60	1 – 30		20 24	81 45
139 –	8 10	15 70	4 20	1 45 30	1 –	33 28	105 72
100 20	5 80	–	1 60	30 30	1 –	7 77	83 43
189 35	5 90	19 20	4 60	1 65 30	1 –	34 92	106 55
113 50	6 60	11 90	3 –	1 15 30	1 –	18 99	85 51
91 05	5 30	9 40	1 60	35 30	1 –	11 25	29 80
109 28	6 40	9 40	3 10	1 20 30		30 13	88 61
13 20	1 10	1 50	30	10 30		3 37	9 83
54 60	3 20	5 70	1 30	50 30	1 –	7 39	47 52
60 50	3 50	7 20	1 60	55 30	1 –	9 69	51 81
94 65	5 60	6 60	1 80	70 30	1 –	15 92	78 73
49 60	2 90	6 60	1 –	30 30	1 –	8 81	40 79
135 –	7 70	14 50	4 90	1 60 30		30 15	103 85
135 –	7 90	14 90	4 90	1 65 30		31 15	103 85
135 –	7 90	26 50	4 90	1 65 30		31 15	103 85
48 –	2 75	–	–	–		3 –	45 –
218 –	9 83	21 90	6 20	2 50 30		38 23	129 27
38 25	3 34	–	40	20 19		5 03	35 22
150 27	9 39	1 –	1 60	80 30		10 39	137 88
74 82	4 35	4 60	2 –	75 30	1 –	13 –	61 47
77 –	4 50	–	1 70	60 30		6 50	70 50
33 50	1 90	–	60	20 17		2 95	30 55
2 63	12	–	–	– –		12	2 51
25 64	1 50	–	10	10 13		1 83	23 81
134 78	7 88	4 60	2 30	95 30		15 93	118 85

Amount 2549 55

			Page of 14			
1	David Frankel	4 M				
2	Wm Ilsenrath	6 M	W. Helsenrath			
3						
4	Tom McGeary	1 S	11	2	Agnes Gallagher Geary	
5	Tom O'Toole	1 S	32		DEAD	
6	Helen Breen	5 W	31	8	Geo Breen	
7	Barbara Davis	2 S	9 3/4	8	Barbara Davis	
8						
9	Pepe Candelario	4 M	31	8	Irene Candelario	
10	Steven Donahue	1 S	31	8	Steven Donahue	
11	Susan B. O'Keefe	1 S	40	8		
12						
13	Judith Lenahan	5 S	36	7	Judith Lenahan	
14	Theresa Panaglua	1 S	29	9 1/4	Theresa Panaglua	
15						
16	Eileen Gonzago	1 S	35	9 1/4	Eileen Gonzago	
17	Helen Stern	2 M	35	7	Helen Stern	
18	Mary Duffy	0 M	37	6	Mary Duffy	
19	Eileen Cady	0 M	7		Eileen Cady	
20						
21	[illegible]					
22	[illegible]					
23	Sheila Lenahan	0 M	2	3	Sheila Lenahan	
24						
25						
26	Mary McGowan	2 S	29	7	Mary McGowan	
27	[illegible]	1 S	33	10	[illegible]	
28	Judy Hagler	0 M				
29	Phyllis Williams	0 M				
30	Helen Hopkins	0 M				
31	Albert Hopkins	5 M				
32	Anita Pathfinder	0 M				
33	Jocelyn Shaw	1 S	8		Jocelyn Shaw	
34						
35	L. Ortega	7 M	40	10	Angelina Ortega	
36	Mary Cahill	0 M	33		Mary Cahill	
37						
38	Mary Shields	2 M	32		Mary Shields	
39	Yvette Hall	0 M	14		Yvette Hall	
40						
41	Debra Heaton	1 S	20		Debra Heaton	
42						
43	José Ortega	4 M	40	3	José A. Ortega	
44	Maria La Paz	4 S	6		San Luis De La Paz	
45						
46						
47	Jr					
48						
49						

335 03	10 53	18 10	4 60	1 60	30			35 03	300 -
240 -	14 -	30 -	9 70	1 -	30			46 -	200 -
91 50	2 42	39	5 60	20	21	6 -		11 04	29 77
38 68	2 03	-	30	15	11	6 -		8 65	20 03
176 61	10 33	9 50	3 30	1 35	30	6 -		32 78	143 56
148 50	8 21	17 10	4 -	1 45	30	6 -		31 55	111 29
210 08	17 04	20 40	5 80	2 15	30	6 -		49 04	161 04
126 -	7 37	15 90	3 60	1 30	30	6 -		35 07	91 33
137 37	10 44	36 80	6 -	2 20	30	6 -		53 24	124 65
115 92	6 76	3 30	1 30	50	30	6 -		20 18	95 74
173 26	10 14	26 80	1 -	2 70	30	6 -		53 60	119 81
157 32	9 20	22 20	5 -	1 85	30	6 -		46 55	110 77
147 66	8 64	17 30	4 -	1 65	30	6 -		35 09	112 57
158 25	9 24	19 90	5 20	2 10	30	6 -		43 26	115 03
22 50	1 31	-	1 30	15	12			1 88	20 62
72 28	4 16	4 30	1 80	25	30	5 -		19 41	53 97
83 09	3 86	4 70	1 80	55	30	6 -		17 81	63 28
120 75	7 06	14 90	3 60	1 30	30	6 -		35 06	85 19
135 -	7 90	16 80	4 90	1 65	30			31 15	103 85
135 -	7 90	16 80	4 90	1 65	30			31 15	103 85
135 -	7 90	16 80	4 90	1 65	30			31 15	103 85
48 -	2 75	-	-	-	25			3 -	45 -
168 -	9 83	21 90	6 20	50	30			38 73	129 27
25 50	1 49	-	10	10	13			1 82	23 68
126 40	10 90	6 10	2 60	1 05	30			20 95	165 45
85 93	5 03	6 30	2 40	60	30	6 -	2 -	22 93	63 04
61 27	3 58	-	70	30	30			4 92	51 95
38 79	2 27	-	80	30	19			3 56	35 23
53 60	3 08	2 10	60	35	27			6 60	46 -
125 48	7 34	3 70	2 10	80	30			14 24	111 24
12 10	1 -	-	-	-	-			1 -	16 10

36

1	David Frankel	4 M	Debut (D) 5/4	
2	Wm Hebenstreit	0 M		
3				
4	Tara McAvoy	1 S	16/4	
5	Tom O'Toole	1 S	1	
6	John Bacon	5 M	40	
7	Barbara Jones	2 S	18	
8				
9	Thos Candelario	8 M	40 11	
10	Steven Donohue	1 S	40 1	
11	Susan R O'Keefe	1 S	9/4	
12				
13				
14				
15				
16				
17	Helen Stern	2 M	36 + 8 hrs. 42.05	
18	Mary Duffy	0 M	37/4	
19	Evelyn Carey	0 M	38/4	
20				
21	Pearl Johnson	9 S	32/4	
22	Athena Carus	1 M	40 7/4	
23	Sheila Seiacostano	0 M	40	
24				
25				
26	Mary McGowen	2 S	31/4	
27	Margaret Farrell	1 S	18 3/4	
28	Sally Hagler	0 M	[illegible]	
29	Belle Wurstlum	0 M		
30	Helen Hagler	0 M	Retiring (vacation pay)	
31	Albert Hagler	5 M		
32	Aida Portofarin	0 M		
33	Jocelyn Shaw	1 S	8/4	
34				
35	L. Ortega	7 M	40 15	
36	Mary Califf	0 M	25/4	
37	Ethel May Newell	1 S	40 5/4	
38				
39	Yvette Half	0 M	19	
40				
41	Tiferion C. Smeelk	1 S	40 8/4	
42	Debra Steaken	1 S	30/4	
43				
44	Jose Ortega	4 M	40	
45	Raymond Bnik	3 M	10/4	
46	Mysel McNamara	1 M	13/4	
47				
48				
49				
50				

• TOTAL WAGES	• EMPLOYEE DEDUCTIONS							• NET AMOUNT PAYABLE
	FED. INC. TAX	SOC. SEC. TAX	MED. INS. TAX	CITY INCOME TAX	DISAB. INS.	UNIF. FEES	TOTAL DEDUCTIONS	
275 -	26 40	12 36	3 55	1 20	30		25 -	250 -
240 -	14 -	20 -	4 20	1 -	30		40 -	200 -
45 54	2 66	2 90	60	25	23	2 -	8 04	37 90
2 89	17	-	-	-	-		17	2 72
147 20	8 61	4 60	2 30	90	30	2 -	18 71	128 49
56 70	3 32	2 40	60	25	28		6 85	49 85
184 -	10 76	14 40	4 40	1 60	30	2 -	33 46	150 54
130 73	7 15	14 70	4 -	1 45	30		33 10	97 63
29 14	1 70	60	20	10	14	2 -	4 74	24 40
121 44	7 10	12 70	2 90	1 15	30	2 -	26 15	95 29
118 13	6 91	16 50	3 90	1 30	30		28 91	89 22
103 50	6 05	14 10	3 10	1 20	30		24 75	78 75
88 69	5 20	2 90	80	35	30		9 55	79 14
140 98	8 25	18 20	4 60	1 65	30		37 90	103 08
110 -	6 44	15 70	3 60	1 30	30	2 -	29 34	80 66
108 32	6 34	11 50	2 30	85	30	2 -	23 49	85 09
51 75	3 03	3 80	80	30	26	2 -	10 19	41 56
135 -	7 90	16 40	4 90	1 65	30		31 15	103 85
135 -	7 90	16 40	4 90	1 65	30		31 15	103 85
135 -	7 90	16 40	4 90	1 65	30		31 15	103 85
48 -	2 75	-	-	-	25		3 -	45 -
168 -	9 83	21 80	6 20	50	30		38 23	129 27
24 75	1 45	-	10	10	12		1 77	22 98
171 95	10 06	9 60	2 30	1 05	30	2 -	25 31	146 64
72 97	4 27	9 40	1 90	75	30	2 -	18 62	54 35
131 68	7 70	19 10	4 -	1 45	30		33 15	98 53
49 97	2 92	5 70	1 10	40	24		10 36	39 61
145 10	8 49	90	4 70	1 65	30		38 04	107 06
75 56	4 65	8 80	1 70	65	30		16 10	63 46
110 -	6 44	6 50	1 60	65	30	2 -	17 39	92 61
28 87	1 69	-	-	-	14		1 83	27 04
37 13	2 17	1 80	40	15	14		4 71	32 42

19 87
12 80
357 85
771 20
20 -
1977 72

Form NLRB-502 (1-64)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

Form Approved
Budget Bureau No. 64-R002.18

PETITION

DO NOT WRITE IN THIS SPACE

CASE NO. 2-RD-[illegible]

DATE FILED 9-10-74

INSTRUCTIONS—Submit an original and four (4) copies of this Petition to the NLRB Regional Office in the Region in which the employer concerned is located.
If more space is required for any one item, attach additional sheets, numbering item accordingly.

The Petitioner alleges that the following circumstances exist and requests that the National Labor Relations Board proceed under its proper authority pursuant to Section 9 of the National Labor Relations Act.

1. Purpose of this Petition (If RC, RM, or RD is checked and a charge under Section 8(b)(7) of the Act has been filed involving the Employer named herein, the statement following the description of the type of petition shall not be deemed made.)

(Check one)

- ☐ RC-CERTIFICATION OF REPRESENTATIVE—A substantial number of employees wish to be represented for purposes of collective bargaining by Petitioner and Petitioner desires to be certified as representative of the employees.
- ☐ RM-REPRESENTATION (EMPLOYER PETITION)—One or more individuals or labor organizations have presented a claim to Petitioner to be recognized as the representative of employees of Petitioner.
- ☐ RD-DECERTIFICATION—A substantial number of employees assert that the certified or currently recognized bargaining representative is no longer their representative.
- ☒ UD-WITHDRAWAL OF UNION SHOP AUTHORITY—Thirty percent (30%) or more of employees in a bargaining unit covered by an agreement between their employer and a labor organization desire that such authority be rescinded.
- ☐ UC-UNIT CLARIFICATION—A labor organization is currently recognized by employer, but petitioner seeks clarification of placement of certain employees: (Check one) ☐ In unit not previously certified. ☐ In unit previously certified in Case No. _____.
- ☐ AC-AMENDMENT OF CERTIFICATION—Petitioner seeks amendment of certification issued in Case No. _____.

(Attach statement describing the specific amendment sought.)

2. NAME OF EMPLOYER	EMPLOYER REPRESENTATIVE TO CONTACT	PHONE NO.
GLORIA'S MANOR HOME FOR ADULTS	JOSEPH HAGLER	945-5700

3. ADDRESS(ES) OF ESTABLISHMENT(S) INVOLVED (Street and number, city, State, and ZIP Code)

140 Beach 119th Street, Rockaway Beach, N.Y.

4a. TYPE OF ESTABLISHMENT (Factory, mine, wholesaler, etc.)	4b. IDENTIFY PRINCIPAL PRODUCT OR SERVICE
Home for Adults	Care for Adults

5. Unit Involved (In UC petition, describe PRESENT bargaining unit and attach description of proposed clarification.)

Included: All employees

Excluded: Supervisors, guards and watchmen as defined in the Act

6a. NUMBER OF EMPLOYEES IN UNIT: PRESENT: About 24; PROPOSED (BY UC/AC): _____

6b. IS THIS PETITION SUPPORTED BY 30% OR MORE OF THE EMPLOYEES IN THE UNIT?* ☐ YES ☐ NO

*Not applicable in RM, UC, and AC

(If you have checked box RC in 1 above, check and complete EITHER item 7a or 7b, whichever is applicable)

7a. ☐ Request for recognition as Bargaining Representative was made on _____ (Month, day, year) and Employer declined recognition on or about _____ (Month, day, year) (If no reply received, so state)

7b. ☐ Petitioner is currently recognized as Bargaining Representative and desires certification under the act.

8. Recognized or Certified Bargaining Agent (If there is none, so state)

NAME	AFFILIATION
Local 4, Medical & Health Employees Union	
ADDRESS: 135 E. 50th Street, New York, N.Y. 10022	DATE OF RECOGNITION OR CERTIFICATION

9. DATE OF EXPIRATION OF CURRENT CONTRACT, IF ANY (Show month, day, and year)	10. IF YOU HAVE CHECKED BOX UD IN 1 ABOVE, SHOW HERE THE DATE OF EXECUTION OF AGREEMENT GRANTING UNION SHOP (Month, day, and year)
11a. IS THERE NOW A STRIKE OR PICKETING AT THE EMPLOYER'S ESTABLISHMENT(S) INVOLVED? YES ..... NO ..X.....	11b. IF SO, APPROXIMATELY HOW MANY EMPLOYEES ARE PARTICIPATING?

11c. THE EMPLOYER HAS BEEN PICKETED BY OR ON BEHALF OF _____ (Insert name) A LABOR ORGANIZATION, OF _____ (Insert address) SINCE _____ (Month, day, year)

12. ORGANIZATIONS OR INDIVIDUALS OTHER THAN PETITIONER (AND OTHER THAN THOSE NAMED IN ITEMS 8 AND 11c), WHICH HAVE CLAIMED RECOGNITION AS REPRESENTATIVES AND OTHER ORGANIZATIONS AND INDIVIDUALS KNOWN TO HAVE A REPRESENTATIVE INTEREST IN ANY EMPLOYEES IN THE UNIT DESCRIBED IN ITEM 5 ABOVE. (If none, so state.)

NAME	AFFILIATION	ADDRESS	DATE OF CLAIM (Required only if Petition is filed by Employer)
[illegible]			

I declare that I have read the above petition and that the statements therein are true to the best of my knowledge and belief.

Anne Donnegan, Barbara Davis, Donald O'Toole - Employees of Gloria's Manor home for Adults

By _____ (Signature of representative or person filing petition) _____ (Title, if any)

Address 182 [illegible] (Street and number, city, State, and ZIP Code) 9/11/74 945-[illegible] (Telephone number)

WILLFULLY FALSE STATEMENT ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

Attorney: Charles R. Katz Esq, 360 Lexington Ave. N.Y. 10017

GPO

212 945-5700

Approved by the Dept. of Social Welfare

GC 7/23 104

GLORIA'S MANOR

Home for Adults

140 BEACH 119th STREET
BELLE HARBOR, N. Y. 11694

Medical & Health Employees
Union Local 1 [illegible]
88-52 Queens Blv.
Elmhurst, N.Y. 11373

February 25, 1975

Gentlemen,

As per your instruction I have returned the union dues to the employees that you have indicated to me are not union members, because they have not signed union authorization cards.

Yours Truly,

Joseph M. Hagler

Joseph M. Hagler

C.C. Horowitch Schwartz Assoc.

GC23

J

A

8/8/75

BEST COPY AVAILABLE

February 28, 1975

Gloria's Manor
140 Beach 119th St.
Belle Harbor, N.Y. 11694

Mr. Joseph M. Hagler:

The Following people have refused to & failed to pay initiation fees & dues.

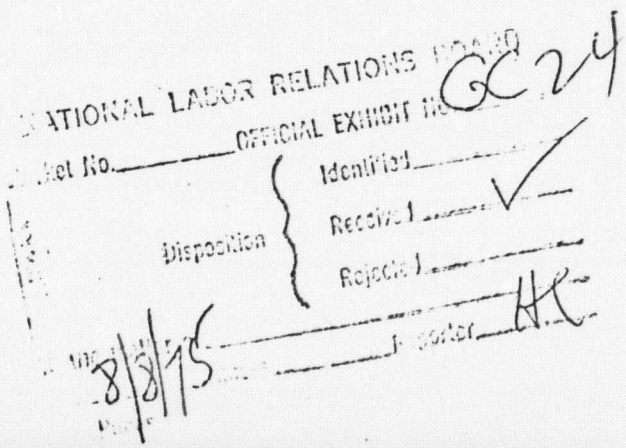
1) William Cleary
2) Kathryn Curry
3) Maria LaPaz
4) JOHN GRENIER
5) MARY BERGMATH
6) WANDA SULLIVAN

I hereby demand there immediate dismissal as per our contract.

Very truly yours,

Henry Finiguerra,
Executive Vice-Pres

HF/md



107

NEW YORK STATE MEDIATION BOARD
Case No. AA4-1821
In the Matter of the Arbitration Between *

GLORIA"S MANOR
Employer *

and *

LOCAL NO. 4, MEDICAL AND HEALTH EMPLOYEES UNION, AFL-CIO
Union *

OPINION
AND
AWARD

APPEARANCES:

For the Employer
Burton Horowitz, Esq..

For the Union
Vincent Gulino, Representative

Pursuant to the agreement of the parties, the following issues were submitted to me for arbitration:

1. Did the Employer have just cause to discharge Donald O'Toole, Grace Rasch and Robert Rothenberg? What remedy, if any, is appropriate?

2. Did the Employer improperly withhold wage increases from employees.

A hearing was held before me on October 25, 1974 at the New York City offices of the Mediation Board. Both parties were present and were given an opportunity to present evidence, testimony under oath and argument in support of their respective contentions.

The three named dischargees were not present at the hearing. The Union presented in evidence acknowledgements from Western Union that mailgrams had been sent to O'Toole

the gate was not locked and that no one was manning the switchboard. He went looking for O'Toole and found him seated and eating his meal in the kitchen. According to the Employer, O'Toole had no explanation for his dereliction of duties and he summarily discharged O'Toole. The Employer acknowledged knowing that O'Toole was one of three signatories on a Union Deauthorization petition but notes that two other signatories of the petition, who perform their required job duties satisfactorily, are still employed. The Employer denies that O'Toole's union or concerted activities motivated the discharge.

It is my opinion, after listening to the testimony, that the Employer had sufficient cause to discharge O'Toole. O'Toole knew what he was supposed to do at work and he failed to do it. Also, he ignored the fact that he was being paid to work through the normal meal break and he left his switchboard post and went to eat his meal in the kitchen. Although O'Toole did engage in union activities, such activities do not serve to shield an employee from the consequences of his own misconduct. I also note that others who engaged in similar union activities are still working for the Employer.

Robert Rothenberg worked for the Employer for about two months, on Sundays only, as a porter-handyman. Right after voting the Union Deauthorization election, Rothenberg and another employee approached the Employer and advised

A W A R D

1. The Employer had just cause to discharge Donald O'Toole and Robert Rothenberg. The Employer shall re-employ Grace Rasch upon her request for such re-employment.

2. The Employer shall forthwith pay the wage increases provided for in the collective bargaining agreement retroactive to the May 1, 1974 date specified in the agreement.

NATHAN COHEN, Arbitrator

State of New York
County of New York ss:

On this 31st day of October 1974, before me personally came and appeared NATHAN COHEN, to me known and known to me to be the individual described herein and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Notary Public

SAM GLICKSMAN
NOTARY PUBLIC, State of New York
No. 24-1456360
Qualified in Kings County
Commission Expires March 30, 1975

AD-495
Elmhurst, N. Y.

UNITED BOARD OF AMERICA
ORDER FOR ELECTION BASED ASSOCIATION BOARD

CHARLES FISHER MILK FOR ADULTS

Employer

and

Case 29-RC-2627

YOUNG LIVES WORLD BOARD,
PETITIONER IN BEHALF AND INDUSTRY,
ELECTRICAL DIVISION

Petitioner.

ORDER OF ADMINISTRATIVE ACTION

Having duly considered the Petitioner's request for review of the Regional Director's administrative dismissal of the petition herein, on the basis of an offer of proof, the Board finds that the allegations of the Petitioner are insufficient to warrant reversal of the Regional Director's action.

Accordingly, the request for review is hereby denied.

Dated, Washington, D. C., March 3, 1972.

By Direction of the Board:

Robert H. [illegible]
Acting for the
Deputy Executive Secretary

NATIONAL LABOR RELATIONS BOARD
Docket No. ____ Official Exhibit No. Jr. Int Ex 2
Disposition: Marked ____ Received ✓ Rejected ____
In the ____ Date 7/27/72 Reporter HK
No. Pages

111 Joint Ex 3 in Ev. 2/3-4/75

NATIONAL LABOR RELATIONS BOARD

REGION 29

16 Court Street

Brooklyn, New York 11201

Telephone 596-3535

January 24, 1975

Local 1115, Joint Board, Dressed
Nurses & Hospital Employees Division
175 Broadway Plaza
New York, New York 10003

Re: Gloria's Uncer Care For Adults
Case No. 29-RC-2389

Gentlemen:

The above-captioned case, petitioning for an investigation and certification of representatives under Section 9(c) of the National Labor Relations Act, has been carefully investigated and considered.

As a result of the investigation, it appears that, because there is a valid collective bargaining agreement in effect covering the employees in the unit set forth in the petition, further proceedings are not warranted at this time. Specifically, the investigation disclosed that the Government Employee and Local 1, United Hospital Employees Union, AFL-CIO, the Intervenor herein, are parties to a collective bargaining agreement covering the employees in the unit described in your petition, effective from May 1, 1974 to and including April 13, 1977. Accordingly, the petition herein, which was filed on November 8, 1974, more than 90 days prior to the expiration of said collective bargaining agreement, is untimely, and further proceedings thereon are not warranted at this time. See Leonard Wholesale Meats, Inc., 120 NLRB 1000.

Further, in the circumstances presented herein I find without merit your contention that the inclusion in the above described collective bargaining agreement of a provision which grants to the Intervenor the privilege of terminating the agreement "in the event the National Labor Relations Board or any other administrative or judicial body, determines at any time, and for any reason, that this contract does not constitute a bar to the filing of a representation petition or decertification petition contrary explicit rights under this Contract ..." renders the contract [illegible] bar. [illegible] Unless the parties to the contract [illegible] Board

BEST COPY AVAILABLE

In Jacobson Manufacturing Co., Inc., 102 NLRB 126 and Ridan Broadcasting Corporation, 68 NLRB 1247, unlike you rely in support of your position that such contracts prevailing within the duration of the contract constitute an abrogation, namely restrictions on decertification, and therefore without a definite fixed period of duration, cannot be logically distinguishable from the instant case and are therefore inapposite. Thus, unlike the situation in American Seal, supra and Miller, supra, the Local's contract herein was executed more than three months prior to the filing of the instant petition and there is no evidence that it was executed in the form of a mere temporary-bilateral recognition by your organization or any other labor organization. In these circumstances it appears that "the parties had in mind no specific petition, either filed, or to be filed with the Board," when the provisions in question was included in the agreement. 28 General Electric Company, 99 NLRB 808, 837; Appalachian Electric Company, supra at p. 287, fn. 3.

Nor do I find merit in your further contention that because the provisions in question permits the Union unilaterally to terminate the contract in the event the Board, or any other administrative or judicial body, determines that the contract does not constitute a bar to the filing of a representation, or decertification petition, the contract is one which is terminable at the will of the Employer and is therefore rendered inoperative as a bar in accord with the Board policy announced in Keller Plastic Specialties of Ohio and Other Manufacturers, 122 NLRB 990. The contract herein is not terminable at will, but may only be terminated by the Union if the contract is first adjudged to be inoperative as a bar by the Board or some other administrative or judicial body. In addition, the contract provisions in question may reasonably be construed as being intended merely to relieve the parties of further liability in the event the Board should find, upon application of its own contract bar principles, that the contract was rendered inoperative as a bar and neither union was entitled to bargaining representative status the Employer were described. Cf. General Electric Company, supra at p. 838.

I am therefore dismissing the petition in this matter.

Pursuant to the National Labor Relations Board Rules and Regulations, you may obtain a review of this action by filing an appeal with the National Labor Relations Board, Washington, D. C. 20570. A copy of such appeal must be served upon each of the other parties to the proceeding, including the undersigned. This appeal must contain a complete statement setting forth the facts and reasons upon which it is based. The appeal (original and seven copies) must be received by the Board in Washington,

D. C. by the close of business on February 5, 1973. Upon good cause shown, the Board may grant special permission for a longer period within which to file. A copy of any such request must be served upon each of the other parties including the undersigned. A statement of service of such request must be submitted to the Board.

Very truly yours,

Daniel M. Maynard
Regional Director

Registered Mail
Return Receipt Requested

cc: National Labor Relations Board
Washington, D. C. 20570

Florida's House Beautiful
140 North Ocean Avenue
Pompano Beach, New York

Rosenblum & Schwartz Associates
715 Park Avenue
New Orange, N. J.

Charles H. Ahn, Esq.
280 Lexington Avenue
New York, N. Y. 10017

Local 4, Retail &
Health Employees Union
135 W. 20th Street
New York, N. Y. 10022

Vincent Dilino
83-32 Queens Blvd.
Elmhurst, N. Y.

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NATIONAL LABOR RELATIONS BOARD

Docket No. _____ OFFICIAL EXHIBIT NO. Resp. Union 4

Disposition: Identified _____ Received ✓

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BUSINESS REPLY MAIL

In the matter of: Flush-Cross Permit No. 51785, New York, N.Y.

Date: 2-27-75 Time:

No. Rec'd:

MEDICAL AND HEALTH EMPLOYEES UNION
LOCAL NO. 4 — AFL—CIO
135 EAST 50th STREET
NEW YORK, N. Y. 10022

115

Medical and Health Employees Union
LOCAL NO. 4 — AFL–CIO

135 East 50th Street, New York, N. Y. 10022 P6 1767

APPLICATION AND CHECK-OFF AUTHORIZATION BLANK

I, the undersigned, hereby apply for membership in the above Local Union and I authorize it to represent me for the purpose of collective bargaining, and I authorize and irrevocably direct my Employer to deduct from my wages initiation fees, monthly dues, and assessments, to become due to it as the periodic dues, initiation fees and assessments uniformly required by said Local Union as a condition of acquiring or maintaining membership, and in compliance with the Labor-Management Relation Act of 1947. The amount deducted each month shall be forwarded to the Secretary-Treasurer of said Local Union.

This authorization and direction shall be irrevocable for the period of one (1) year or until the termination of the collective bargaining agreement between my Employer and said Local Union, whichever occurs sooner, and I agree and direct that this authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective bargaining agreement between my Employer and said Local Union, whichever shall be shorter, unless written notice by certified mail is given by me to the Employer not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year of each applicable collective bargaining agreement between my Employer and said Local Union, whichever occurs sooner.

PLEASE PRINT THE FOLLOWING INFORMATION

NAME OF MEMBER JOHN BRENN Dated 1/13/75

Home Address 145 E 115 ST (Street) ROOSEVELT (City or Town) NY 11944

Date of Birth 12/16/52 Phone ..... Soc. Sec. No. 134 26 5026 Date of Empl. 11/6/75

Firm Name CASSIA'S [illegible] Class of Work Secretary

Address 145 E. 115 ST (Street) ROOSEVELT (City or Town) NY 11944

150

Employee's Signature John Brenn (Please sign)

150

Medical and Health Employees Union

LOCAL NO. 4 -- AFL-CIO

135 East 50th Street, New York, N. Y. 10022 M-11-74

APPLICATION AND CHECK-OFF AUTHORIZATION BLANK

I, the undersigned, hereby apply for membership in the above Local Union and I authorize it to represent me for the purpose of collective bargaining, and I authorize and irrevocably direct my Employer to deduct from my wages initiation fees, monthly dues, and assessments, to become due to it as the periodic dues, initiation fees and assessments uniformly required by said Local Union as a condition of acquiring or maintaining membership, and in compliance with the Labor-Management Relation Act of 1947. The amount deducted each month shall be forwarded to the Secretary-Treasurer of said Local Union.

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PLEASE PRINT THE FOLLOWING INFORMATION

NAME OF MEMBER HELEN L. STEIN Dated FEB. 9th 1975

Home Address 121-11 OCEAN PROMENADE (Street) BELLE HARBOR (City or Town) N.Y.

Date of Birth 2/14 Phone 634-4879 Soc. Sec. No. 0[illegible] Date of Empl. Oct 31, 1974

Firm Name GLORIAS MANOR Class of Work SWITCH BOARD OPER

Address 140 BEACH 119th ST (Street) BELLE HARBOR (City or Town) N.Y.

150

Employee's Signature Helen L. Stein (Please sign)

NATIONAL LABOR RELATIONS BOARD

Docket No. _____ OFFICIAL EXHIBIT NO. Rep-Union 5

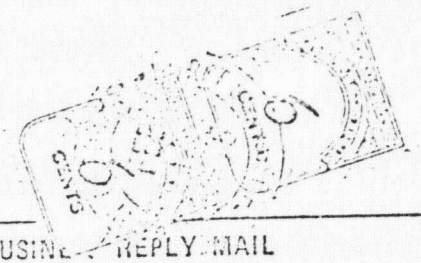
Disposition { Identified _____ Received ✓ Rejected _____

In the matter of _____

Date 3/12/75 Witness _____ Reporter EK

No. Pages _____

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BUSINESS REPLY MAIL

FIRST CLASS PERMIT No. 51735 New York, N. Y.

MEDICAL AND HEALTH EMPLOYEES UNION
LOCAL NO. 4 — AFL-CIO

8552 Queens Blvd.
Elmhurst, N.Y. 11373

361668

MEDICAL AND HEALTH EMPLOYEES UNION
LOCAL NO. 4

~~253 Broadway, New York, N.Y. 10007~~

APPLICATION AND CHECK-OFF AUTHORIZATION BLANK

I, the undersigned, hereby apply for membership in the above Local Union and I authorize it to represent me for the purpose of collective bargaining, and I authorize and irrevocably direct my Employer to deduct from my wages initiation fees, monthly dues, and assessments, to become due to it as the periodic dues, initiation fees and assessments uniformly required by said Local Union as a condition of acquiring or maintaining membership, and in compliance with the Labor-Management Relations Act of 1947. The amount deducted each month shall be forwarded to the Secretary-Treasurer of said Local Union.

This authorization and direction shall be irrevocable for the period of one (1) year or until the termination of the collective bargaining agreement between my Employer and said Local Union, whichever occurs sooner, and I agree and direct that this authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective bargaining agreement between my Employer and said Local Union, whichever shall be shorter, unless written notice by certified mail is given by me to the Employer not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year of each applicable collective bargaining agreement between my Employer and said Local Union, whichever occurs sooner.

PLEASE PRINT THE FOLLOWING INFORMATION

NAME OF MEMBER Daria Cavagnaro Dated 1/22/75

Home Address 50 Buchanan Pl. - Bronx N.Y.
Street *City or Town*

Date of Birth 11/9/22 Phone ..... Soc. Sec. No. 112-26-4466 Date of Empl. 1/15/75

Firm Name Collins Manor Class of Work Maintenance

Address 145 E. 119 St. Bells Harbor N.Y.
Street *City or Town*

150 RX #6

Employee's Signature Daria Cavagnaro
Please sign

Postage Will be Paid by Addressee

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BUSINESS REPLY MAIL

FIRST CLASS PERMIT No. 51785 New York, N. Y.

MEDICAL AND HEALTH EMPLOYEES UNION
LOCAL NO. 4 — AFL—CIO
~~135 EAST 50th STREET~~
NEW YORK, N. Y. 10022

86-52 Queens Blvd.
Elmhurst, N. Y. 11373

Medical and Health Employees Union

LOCAL NO. 4 — AFL--CIO

135 East 50th Street, New York, N. Y. 10022

APPLICATION AND CHECK-OFF AUTHORIZATION BLANK

I, the undersigned, hereby apply for membership in the above Local Union and I authorize it to represent me for the purpose of collective bargaining, and I authorize and irrevocably direct my Employer to deduct from my wages initiation fees, monthly dues, and assessments, to become due to it as the periodic dues, initiation fees and assessments uniformly required by said Local Union as a condition of acquiring or maintaining membership, and in compliance with the Labor Management Relation Act of 1947. The amount deducted each month shall be forwarded to the Secretary-Treasurer of said Local Union.

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PLEASE PRINT THE FOLLOWING INFORMATION

NAME OF MEMBER Eileen T. Casey Dated 1/27/75

Home Address 107-10 Shore Front Pkway, Rockaway Pk, N.Y.
Street City or Town

Date of Birth 7/1/38 Phone 945-5778 Soc. Sec. No. 102-38-[illegible] Date of Empl. 1/27/75

Firm Name Giulias Manor Class of Work Recep't Switchbd.

Address 116 Bay St. Belle Harbor, N.Y.
Street City or Town

Employee's Signature Eileen T. Casey
Please sign

BEFORE THE NATIONAL LABOR RELATIONS BOARD

Twenty-ninth Region

In the Matter of:	:	
JO-JO MANAGEMENT CORP., d/b/a GLORIA's MANOR HOME FOR ADULTS	:	
and	:	
LOCAL 1115, JOINT BOARD, NURSING HOME & HOSPITAL EMPLOYEES DIVISION	:	
JO-JO MANAGEMENT CORP., d/b/a GLORIA'S MANOR HOME FOR ADULTS	:	CASE NOS.
and	:	29-CA-4050
LOCAL 1115, JOINT BOARD, NURSING HOME & HOSPITAL EMPLOYEES DIVISION	:	29-CA-4250
and	:	29-CB-2065
MEDICAL & HEALTH EMPLOYEES UNION, LOCAL 4, OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO	:	
Party in Interest	:	
MEDICAL & HEALTH EMPLOYEES UNION, LOCAL 4, OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO	:	
and	:	
LOCAL 1115, JOINT BOARD, NURSING HOME & HOSPITAL EMPLOYEES DIVISION	:	
and	:	
JO-JO MANAGEMENT CORP., d/b/a GLORIA'S MANOR HOME FOR ADULTS	:	
Party in Interest	:	

CSA Reporting

16 Court Street
Brooklyn, New York
July 29, 1975

The above entitled matter came on for hearing at 3:10 o'clock p.m.

BEFORE:

JENNIE M. SARRICA, Administrative Law Judge

APPEARANCES:

JACK D. EISENBERG, ESQ.	16 Court Street, Brooklyn, New York, Appearing on behalf of the General Counsel.
EDWARD SCHWARTZ, ESQ.	Horowitz & Schwartz, Esqs., 715 Park Avenue, East Orange, New Jersey, Appearing on behalf of the Respondent Employer.
LEON REICH, ESQ.	Perlmutter & Reich, Esqs., 253 Broadway, New York, New York, Appearing on behalf of Local 4
RICHARD GREENSPAN, ESQ.	Charles R. Katz, Esq., 360 Lexington Avenue, New York, New York, Appearing on behalf of Local 1115.
WILLIAM MORALES	Business Agent, Local 1115

JUDGE SARRICA: Very well.

MR. REICH: I trust we will be informed in advance of when party A --

JUDGE SARRICA: We shall.

MR. REICH: (Continuing) -- is acting, rather than party B.

JUDGE SARRICA: We shall.

MR. REICH: Thank you.

JUDGE SARRICA: Is there any other appearance?

(No response.)

MR. EISENBERG: Your Honor --

JUDGE SARRICA: Will counsel for the General Counsel please present the pleadings and formal papers?

MR. EISENBERG: Your Honor, I have shown copies of the formal papers as General Counsel Exhibit Number 1 to all the parties here and if -- now I offer General Counsel's Exhibit Number 1 into evidence.

General Counsel Exhibit Number 1 consists of the formal papers in this proceeding, formal documents labeled 1A through Y, together with the index and description of the formal papers.

JUDGE SARRICA: The index being which?

MR. EISENBERG: Excuse me?

JUDGE SARRICA: Which number is on the index?

MR. EISENBERG: No number was supplied on the

index.

I will amend the index as 1Z to describe the index.

JUDGE SARRICA: Very well. If it's 1Z, okay.

Are there any objections to the receipt of General Counsel's Exhibit 1A through 1Z?

MR. REICH: None, Your Honor.

MR. SCHWARTZ: None from the employer.

MR. GREENSPAN: No objection.

JUDGE SARRICA: General Counsel's Exhibit 1A through 1Z is received.

(The above referred to documents, heretofore marked General Counsel's Exhibits 1A through 1Z, were received in evidence.)

JUDGE SARRICA: Are there any preliminary motions?

MR. EISENBERG: Your Honor, General Counsel's witnesses are outside and I see no reason why they should not be allowed to sit and attend, unless one of the parties moves to -- that they shouldn't, but I haven't heard that and I would ask permission to -- and I propose to -- I didn't want them in for the preliminary discussions but I would like to call them into the room at this point.

MR. SCHWARTZ: If Your Honor please, I make application to sequester witnesses.

MR. REICH: I think Your Honor has inquired if there are any other preliminary motions and I think it's proper that I do make a preliminary motion at this time.

With your indulgence, I would move at this time for leave to withdraw those portions of the answer interposed on behalf of Respondent Union which deny the allegations in paragraphs 4, 5, 7A and 7B of the consolidated complaint and that --

JUDGE SARRICA: 4A and B?

MR. REICH: 4A and B and -- all of 4 and all of 5 and 7A and B, and that by this application, if granted, we admit those allegations.

JUDGE SARRICA: Thank you.

Your answer will be accordingly amended.

MR. EISENBERG: Your Honor, it's my understanding . Respondent Employer is also willing to amend -- withdraw certain denials concerning paragraphs -- concerning first of the complaint and notice of hearing in 29-CA-4050, that it will withdraw its denial to paragraph 4B, and in consolidated complaints 29-CA-4250 and CB-2065 it will withdraw its denial to paragraph 3, 4 entirely, paragraph 17 entirely.

MR. SCHWARTZ: What about 5?

MR. EISENBERG: And paragraph 19.

MR. SCHWARTZ: What about 5?

MR. EISENBERG: Did I mention 5?

MR. SCHWARTZ: No.

MR. EISENBERG: And 5 as well.

Is that correct? Mr. Schwartz, is my understanding correct?

MR. SCHWARTZ: Paragraph 19, you said?

MR. EISENBERG: Yes.

MR. SCHWARTZ: And 17?

MR. EISENBERG: Right.

MR. SCHWARTZ: Yes, that's correct.

MR. EISENBERG: Your Honor, General Counsel at this time has no objection to those withdrawals.

JUDGE SARRICA: You have no objection and you do make your request for those withdrawals?

MR. SCHWARTZ: That's right.

JUDGE SARRICA: Very well.

Now, I have to get them down here. I have --

MR. SCHWARTZ: 3 --

JUDGE SARRICA: (Continuing) -- on the amended complaint, 3, 4A and B, 5 --

MR. SCHWARTZ: Right. 17 and 18.

JUDGE SARRICA: 17 and 18.

MR. REICH: No.

MR. SCHWARTZ: 17 and 19.

CSA Reporting

JUDGE SARRICA: 17 and 19?

MR. SCHWARTZ: 17 and 19.

JUDGE SARRICA: Very well.

Those denials will be changed to -- to admitting in your complaint.

MR. EISENBERG: Your Honor, in off the record discussions it's been brought to my attention or at least Respondent Employer has represented that concerning paragraph 7A that Joseph Hagler is not, in fact, the President of the Respondent Employer but, rather, Secretary, Treasurer and -- is that correct?

MR. SCHWARTZ: That's correct.

MR. EISENBERG: And I would then move to -- for permission to amend the complaint to so reflect that in paragraph 7A in the consolidated complaint.

JUDGE SARRICA: Granted.

MR. REICH: Despite that amendment, we admit the allegation.

JUDGE SARRICA: Was anything done to 7C?

MR. EISENBERG: As I understand it, that remains denied --

JUDGE SARRICA: Remains denied?

MR. EISENBERG: (Continuing) -- by Respondent Union and Respondent Employer.

JUDGE SARRICA: Very well.

MR. SCHWARTZ: 7 what?

MR. EISENBERG: 7C of the consolidated complaint.

MR. SCHWARTZ: That's denied.

JUDGE SARRICA: Are there any further motions?

MR. EISENBERG: Not a motion, Your Honor, but I believe the parties are willing to stipulate to the entry of a document into evidence, the document appears to be a copy of a collective bargaining agreement between Respondent Employer and Respondent Union, the contract among other things contains union security provisions, the parties have admitted -- all parties have admitted in the complaint that -- that this -- that there is such a contract with a union security provision and if all parties are agreeable, perhaps we can jointly introduce this document as Joint Exhibit Number 1 in evidence.

MR. REICH: No objection.

MR. SCHWARTZ: Okay.

JUDGE SARRICA: Okay. Very well.

It will be received as Joint Exhibit 1.

(The above referred to document, marked Joint Exhibit No. 1, was received in evidence.)

MR. REICH: Are we off the record?

JUDGE SARRICA: No, we're on the record.

MR. REICH: I want to make a suggestion to

USA Reporting

counsel, if I might, off the record.

JUDGE SARRICA: Off the record.

(Discussion off the record.)

JUDGE SARRICA: Back on the record.

MR. EISENBERG: Your Honor, in off the record discussions, Your Honor, I believe the General Counsel and the parties want to also jointly introduce into evidence two documents, copies of the documents concerning a case -- a prior representation matter 29-RC-2827 --

JUDGE SARRICA: 2820?

MR. EISENBERG: (Continuing) -- 2827, concerning an administrative dismissal of a petition and a -- copies of which were supplied to all the parties here, and a ruling by the Board on administrative action concerning a request for review.

MR. REICH: As Joint Exhibit 1B and 1C?

MR. EISENBERG: Let's make it Joint Exhibit 1.

MR. REICH: Okay.

JUDGE SARRICA: All right.

I would like to call to your attention the copies you have supplied me show two different case numbers here.

MR. EISENBERG: Do they?

JUDGE SARRICA: One is 2827 and the other 2820.

MR. REICH: You are right.

MR. EISENBERG: I believe, Your Honor, that might be a misprint. I don't know, but this was in the same file.

I think it would be perhaps important at this point to check that out and make sure.

MR. REICH: I think they pertain -- we are off the record?

JUDGE SARRICA: No.

MR. REICH: I think they pertain to the same case. I think it's a --

JUDGE SARRICA: There is --

MR. REICH: (Continuing) -- a typo error one way or the other.

MR. EISENBERG: That's the only case I know of.

JUDGE SARRICA: At this point I will receive this as Joint Exhibit Number 2, consisting of the two documents.

At some stage before the close of the hearing would you verify which is the correct number on our assumption that they do apply to the same case.

Thank you.

(The above referred to document, marked Joint Exhibit No. 2, was received in evidence.)

MR. EISENBERG: I think, Your Honor, I see

the difficulty.

I believe in request to review the case, the case number was erroneously put in 2829, the actual number of the case is 2827.

JUDGE SARRICA: You are now looking at the Regional Office file?

MR. EISENBERG: Yes.

JUDGE SARRICA: Do you want to correct -- would you care to verify that for us?

MR. REICH: I have no doubt about it.

JUDGE SARRICA: We will accept that explanation.

MR. SCHWARTZ: What happened to 2719, 29-RC?

MR. EISENBERG: 2719 was another case, as far as I know, involving another -- another nursing home.

MR. SCHWARTZ: No, it wasn't. Gloria's Manor, Local 1115 --

JUDGE SARRICA: Excuse me.

While you are exploring it, let's go off the record.

(Discussion off the record.)

JUDGE SARRICA: Let's go back on the record.

Are there any further motions or stipulations?

(No response.)

JUDGE SARRICA: Do you care to make an opening statement?

JUDGE SARRICA: Very well.

MR. EISENBERG: Thank you.

(Whereupon, a recess was taken at 3:55 o'clock p.m.)

(The hearing reconvened at 4:00 o'clock p.m.)

JUDGE SARRICA: Let's go back on the record.

MR. EISENBERG: Your Honor, the General Counsel at this time will call as its first witness Donald O'Toole.

JUDGE SARRICA: Raise your right hand.

(Whereupon, the witness was sworn in by Judge Sarrica.)

JUDGE SARRICA: Please be seated.

Whereupon,

DONALD O'TOOLE

was called as a witness by and on behalf of the General Counsel, and having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q (By Mr. Eisenberg) Mr. O'Toole, will you state your name and spell it, please, for the record and your address?

A Donald O'Toole, O-'-T-O-O-L-E.

My address is 2802 Bayswater Avenue, Far Rockaway, New York, 11691.

Q Mr. O'Toole, did you work for Gloria's Manor

Home for Adults?

A Yes, sir.

Q When were you hired?

A April, 1974.

Q And, Mr. O'Toole, did there come a time when you were discharged?

A Yes, sir.

Q Do you recall the date of your discharge?

A I believe it was on or about September 23, 1974.

Q Mr. O'Toole, could you describe the nature of your job at Gloria's?

A When I started at Gloria's Manor I had originally come on the job as a dish washer and I was a dish washer from April until June and from July until my discharge I worked as a switchboard operator, night watchman, any other job functions they had me doing.

Q Is that from July or June until the date of your discharge?

A Yes, sir.

Q What were these functions?

A As I said --

Q What were the other functions?

A To man the switchboard and to make sure the building was secured at night.

Q We'll go into a complete description of what

you did --

A Right.

Q (Continuing) -- but you mentioned that you did other functions.

Could you describe them in a general way?

A Sometimes I was asked to do porter work, such as vacuuming and mop the dining room.

Q I want to direct your attention back to when you were a dish washer.

What was your rate of pay at the time you were first employed?

A Two dollars and fifty cents per hour.

Q How many days a week did you work?

A During the holidays I worked pretty regular and after the holidays, when things slowed down --

Q What holidays are you referring to?

A The Jewish holidays. I am not sure of the names of them, but after the holidays things slowed down a little.

Q This is when you were a dish washer?

A Yes, sir, and I was working -- I guess you can say almost part time.

Q Approximately, when you were working part time, how many days a week did you work?

A Maybe three, four.

Q How many hours a day?

A Maybe five, six hours.

Q When you worked as -- in your other functions as watchman, can you tell me how many days a week you worked?

A Four.

Q And what were your hours?

A 10:00 o'clock --

MR. SCHWARTZ: If Your Honor please, I don't know the materiality of how many hours and when he worked part time and when he was a dish washer.

What's this got to do with the matter at hand?

MR. EISENBERG: I believe counsel -- counselor, you mentioned that you are going to defend in this matter concerning Mr. O'Toole's -- that he was an unsatisfactory employee concerning his functions and I merely want to lay groundwork concerning the nature of his employment.

MR. SCHWARTZ: If Your Honor please, I don't know of any trial where counsel anticipates a defense and proceeds by bringing in evidence in anticipation of a defense.

I think it's highly irregular.

MR. EISENBERG: Counsel is not necessarily anticipating a defense.

Counsel is merely laying -- putting forth evidence concerning the nature of this -- of the witness' job and I certainly believe it's relevant to this matter.

JUDGE SARRICA: Thank you, gentlemen.

I will overrule the objection.

MR. SCHWARTZ: I didn't hear you.

JUDGE SARRICA: Overrule the objection.

Q (By Mr. Eisenberg) Did you have any bosses at Gloria's?

A I guess my main boss was Joseph Hagler.

Q Were other bosses --

MR. SCHWARTZ: I didn't hear the answer, please.

THE WITNESS: My main boss was Joseph Hagler. His wife used to give orders and other relatives in the family used to be bosses.

Q (By Mr. Eisenberg) Your major boss was Mr. Hagler?

A Yes.

Q Do you know if he had any title at the nursing home?

A I guess he's the administrator.

Q I would like to direct your attention to the nature of your job as a watchman when you were working at nights.

Could you tell us what your duties were as porter?

A As I said before, there were times when I was called upon to sweep and mop the dining room, vacuum the rug in the lobby, minor things like that.

Q All right.

Did you do this all the time?

MR. SCHWARTZ: Objection.

JUDGE SARRICA: What's the basis?

MR. SCHWARTZ: He already testified there were times that he was called upon to do this. There were times, which reflects that he was never called upon to do this all the time.

JUDGE SARRICA: Do you want to rephrase your question?

Q (By Mr. Eisenberg) Did you do the porter activities on a regular basis every night you worked at the home?

A Not every night.

Q Did you get specific instructions to do it?

MR. SCHWARTZ: Objection. It's immaterial. I don't understand --

JUDGE SARRICA: Overruled.

MR. SCHWARTZ: (Continuing) -- what we are going into mopping up, what's this got to do with the

8A3?

JUDGE SARRICA: Overruled.

You may answer.

A Would you please repeat the question?

Q Every time you did these porter activities, were you given specific instructions to do them?

A Yes, sir.

Q Who would give you those instructions?

A Mr. Hagler.

Q Now, you testified that you were also a watchman?

A Yes, sir.

Q What do you mean by a watchman?

What were your duties as watchman?

A Securing the building, meaning that the doors were locked and there was a clock that we punched where we -- there's eight different stations within the building and the clock has to be punched every two hours at each one of these eight stations throughout the night.

Q Well, let's -- what specifically did you do?

What were the actual steps you took to secure the building?

A Locked the doors, the gates outside, and as I said, make the rounds with the clock.

Q Well, can you describe how you did that and

what you did?

A Well, I would have to go up to the fourth floor, there was one key -- the first key is on the fourth floor, punch the clock, walk down to the other end of the hall, on the fourth floor, and just proceed to walk -- walk throughout the building. As I said, punch this card.

Q You covered the whole building?

A Yes, sir.

Q How often did you make rounds securing the building?

A Every two hours.

Q About how long would each round take?

A Anywhere between five and maybe ten minutes.

Q How did you spend the remainder of your time?

A At the switchboard.

Q What were your duties at the switchboard?

A Well, if any of the patients had any complaints during the night or sometimes they fall out of bed, things like that, and there was -- there are phones in the room and all you have to do is take the phone off the hook and it rings down to the switchboard and I will know which patient or resident would need help.

Q Assuming the patient needed help, what would you do?

A I would -- I would take the call from the

switchboard and then go up to the patient's room.

Q Did there ever come a time when you had to get medical assistance --

A There was.

Q (Continuing) -- for a resident?

A Yes, sir, I called for an ambulance one night. I thought it was a possible coronary. The patient had to go to the hospital.

Q That was part of your job?

A Yes, sir.

Q You testified that you worked -- withdrawn.

Now, were you the only security employee on a given night you worked?

A On the nights -- I was the only security employee on the nights that I worked, yes.

MR. REICH: Your Honor, may I assume that this testimony is being offered in connection with Case Number 4050 only?

JUDGE SARRICA: This is a consolidated hearing and all testimony that's relevant to any issue in the case --

MR. REICH: Well, I am not --

JUDGE SARRICA: (Continuing) -- will cross the separate complaints.

MR. REICH: I am not assuming that counsel is

trying to do something by indirection, but if it's a 4050 situation, which I take it to be, dealing with the discharge or the alleged discharge, as far as I know, of this witness, then of course as a representative of the Respondent Union I have no interest in it, but if later we're going to be confronted with certain testimony as bearing upon -- take a far flung example -- proper unit, whether a guard is in or out of the unit, for instance, then it may be of interest to me and I would have to know if I am to participate or not.

So, I think that counsel for the General Counsel ought to inform me as to the purpose of this testimony, whether it's for general purposes or it's restricted to the alleged 8A3.

JUDGE SARRICA: I will assume it's for general purposes at this stage.

MR. REICH: All right.

Q (By Mr. Eisenberg) Did there come a time when you joined Local 4?

MR. REICH: Objected to as leading.

JUDGE SARRICA: Overruled.

Q Answer the question, please.

A Yes, sir.

Q And could you tell us when that was?

A I'd say it was -- it was in April of '74.

Q And can you describe how you happened to join Local 4?

MR. SCHWARTZ: Objection. What's the materiality

MR. EISENBERG: May I respond, Your Honor, or is it necessary?

JUDGE SARRICA: It's not necessary.

Overruled.

MR. REICH: I object to the form of the question, Your Honor.

I don't know whether he means what his mental operation is or what the machinations were of joining.

JUDGE SARRICA: Read the question, please.

(Whereupon, the above referred to question was read by the reporter.)

JUDGE SARRICA: Overruled.

THE WITNESS: Should I answer the question?

JUDGE SARRICA: Yes.

A I was -- I reported to work one morning and this gentleman, Mr. Bob Gordon, and another person, I don't remember who he was, he came into the building, he was talking to Mr. Hagler and after a few minutes -- after talking to Mr. Hagler, Mr. Gordon had approached us and he had informed us that Local 4 was the union that was

going to be representing Gloria's Manor's employees and we should sign the cards.

MR. REICH: I object to the question now and I move to strike the answer as being beyond the scope of the issues in this complaint.

We do not have an 8B2 here, Your Honor.

MR. SCHWARTZ: I join in that -- in that objection, Your Honor.

MR. EISENBERG: Your Honor, for the purpose of this hearing we're not taking the position that -- that -- that the recognition -- however that may have occurred by the employer -- of Local 4 was in violation of the law in this matter and I would oppose the motion to strike.

MR. REICH: I fail to see the relevance of the entire examination.

MR. SCHWARTZ: Further, the answer was not even responsive to the question.

The question was how did you come to join Local 4.

This business about a conversation with Mr. Gordon and Joe Hagler is certainly not responsive to the question at all.

JUDGE SARRICA: I will ask for the relevance.

MR. EISENBERG: Excuse me?

JUDGE SARRICA: What is the relevance? Where are you going with this?

MR. EISENBERG: I am not going to pursue this any further.

I am merely going to ask him essentially for the mechanics of his joining, unless the parties are willing to --

JUDGE SARRICA: For the mechanics of what was -- how he knew employees joined the union?

MR. EISENBERG: And what was said to him other than that thing he testified to --

JUDGE SARRICA: I will let it stand.

MR. EISENBERG: (Continuing) -- when the objection was made.

JUDGE SARRICA: I will let it stand for whatever relevance it has.

Q (By Mr. Eisenberg) Now, how do you know that Mr. Gordon was Mr. Gordon?

Did he identify himself to you as such?

MR. SCHWARTZ: Objection.

If Your Honor please, I object.

What's this got to do with the issue of the 8A3, who is Mr. Gordon, how did he know it was Mr. Gordon.

What's this got to do with this case?

We're going to be here forever.

JUDGE SARRICA: Overruled.

Did you complete your question?

MR. EISENBERG: Yes, I did.

JUDGE SARRICA: Do you know the question?

THE WITNESS: Yes.

JUDGE SARRICA: You may answer.

A Mr. Gordon had come over -- after he was finished talking with Mr. Hagler, he had approached and he had introduced himself, as I said, he said that Local 4 was the union that was going to be representing the employees of Gloria's Manor.

Q Did he indicate his relationship with Local 4?

MR. SCHWARTZ: I again object as being unresponsive to the question, not material to the issues and I move to strike the answer.

MR. EISENBERG: Mr. Schwartz --

JUDGE SARRICA: Denied.

MR. EISENBERG: (Continuing) -- we will all move along a lot faster if you allow the witness to answer the question.

MR. SCHWARTZ: I have to object when I think it's not material to the issue here.

MR. REICH: You made a representation that

JUDGE SARRICA: Thank you.

Q (By Mr. Eisenberg) At the time of your conversation were you asked to sign any documents?

A Mr. Gordon had given myself and the person who was there these -- I guess union authorization cards.

MR. SCHWARTZ: I object, if Your Honor please. This is not material to the issue.

JUDGE SARRICA: Overruled.

MR. REICH: I move to strike the answer as speculative.

What the witness guesses is not or should not be part of the record.

JUDGE SARRICA: Sustained.

Q (By Mr. Eisenberg) Do you know what the document was?

A The document was an authorization card for Local 4.

Q Did you, during the course of your employment, have any special status with Local 4?

A I was the shop steward.

Q How did you become shop steward?

MR. REICH: I object to that as immaterial, irrelevant and incompetent.

JUDGE SARRICA: Overruled.

THE WITNESS: I had -- should I answer the

question?

JUDGE SARRICA: Yes.

A I had become shop steward, Mr. Hagler had had a conversation with --

MR. SCHWARTZ: Objection.

JUDGE SARRICA: Sustained.

Start over. Do you know what the question was?

THE WITNESS: No.

JUDGE SARRICA: How did you become shop steward?

THE WITNESS: I was going to say --

JUDGE SARRICA: Well, just tell us what happened that you know of personally.

A Mr. Gordon and Mr. Hagler had a meeting and Mr. Hagler thought --

MR. SCHWARTZ: Objection of any meeting between Mr. Hagler and Mr. Gordon.

Q (By Mr. Eisenberg) Were you present at the meeting?

A Yes.

Q Continue.

JUDGE SARRICA: Overruled.

A They had a meeting in Mr. Hagler's office, it was just the three of us present, and they decided that it would be in the best interest that I -- I don't know whose best interest, but they said it would be in the best

interest that I would be the shop steward.

Q How long were you shop steward?

A Up until the time I was discharged.

Q Did you ever pay dues for Local 4?

A Yes, sir.

Q How did you pay them?

A It came out of my -- my pay, my envelope, per month.

Q What was the monthly rate that came out of your pay?

A I think it was ten dollars, ten dollars a month I think it was.

Q Are you sure of that?

A No, I am not.

MR. SCHWARTZ: Objection.

He is cross examining his own witness.

JUDGE SARRICA: Do you want to rephrase that?

Q (By Mr. Eisenberg) Do you know for a fact that it was ten dollars?

A No.

Q Can you recall when you first started paying dues or having these amounts deducted from your envelope?

A I would say it was in July of '74.

Q Did you ever at any time during the course of your employment pay what you understood to be an initiation

fee?

A No, sir.

Q Is the amount of money that was deducted from your envelope -- withdrawn.

How many times per month was an amount of money for what you understood to be union dues deducted from your envelope?

A Once.

Q Just once?

A Right. It was usually taken out the first week of the month.

Q Well, was it taken out -- you said it was started in July.

Was it taken out in August?

A Yes.

Q In September?

A Yes.

Q Was it the same amount each time?

A Yes.

Q Was there ever anything said to you at any time by any Local 4 representative about an initiation fee?

A Mr. Gordon had stated that there would be no --

MR. SCHWARTZ: That calls for a yes or no answer, if Your Honor please.

JUDGE SARRICA: I will allow the witness to answer in his own words.

THE WITNESS: May I answer?

JUDGE SARRICA: You may answer.

A Mr. Gordon had stated that there would be no initiation fee for members coming into the Local 4.

JUDGE SARRICA: What was that question?

(Whereupon, the above referred to question was read by the reporter.)

JUDGE SARRICA: Thank you.

MR. SCHWARTZ: That really called for a yes or no answer, really, if Your Honor please.

Q (By Mr. Eisenberg) Did any Local 4 representative ever talk to you about a contract or a collective bargaining agreement?

A No, sir.

Q Now, as shop steward did employees ever talk to you about a contract?

MR. SCHWARTZ: Objection.

MR. REICH: Objected to.

JUDGE SARRICA: Overruled.

A Yes, sir.

Q Can you tell us when that started and what they said to you and what you said to them, to the best of your knowledge?

MR. REICH: Objected to.

MR. SCHWARTZ: Objection.

MR. REICH: Objected to as being hearsay, irrelevant and immaterial and beyond the issues framed by this complaint.

JUDGE SARRICA: Overruled.

MR. REICH: Exception.

Incidentally, Your Honor, does Your Honor prefer that I rise when I --

JUDGE SARRICA: No.

MR. REICH: Thank you.

THE WITNESS: Can I have the question again, please?

MR. EISENBERG: Could you repeat it, please?

(Whereupon, the above referred to question was read by the reporter.)

A In -- in late June the members of the union had approached me and asked if we had --

MR. SCHWARTZ: I am going to object unless we know exactly who he is talking about and who said what to who.

JUDGE SARRICA: Will you please specify --

MR. SCHWARTZ: And fix the time and place.

THE WITNESS: Exact names?

JUDGE SARRICA: Yes.

A Exact names being Barbara Davis, Anne Donnegan, Louis Rodriguez -- who else's name? I don't recall the other employees who I had this -- you know, who had approached me and asked me about the contract and as far as I knew --

MR. SCHWARTZ: Can we fix the time and place?

MR. EISENBERG: I believe he already testified as to the time.

Q (By Mr. Eisenberg) Can you tell us where these conversations took place?

MR. SCHWARTZ: I don't have the time.

May he repeat it, please?

MR. EISENBERG: Your Honor, I see no need.

Should I ask him the question again?

JUDGE SARRICA: It's on the record. Will you -- would you read his last answer?

(Whereupon, the above referred to answer was read by the reporter.)

MR. SCHWARTZ: What year?

THE WITNESS: 1974.

MR. SCHWARTZ: Thank you.

Q (By Mr. Eisenberg) And can you recall what those conversations, as specifically as possible, were about?

MR. REICH: Are you asking for the contents

this witness and employees -- no, I can't see how that is binding upon the Respondents in this matter. I think that's highly irregular.

This is certainly hearsay testimony and cannot be material in this issue against these Respondents.

JUDGE SARRICA: As I understand it, it's merely offered as background evidence to the particular union activity of this employee.

MR. SCHWARTZ: But there is no allegation concerning union activity in this matter with this witness.

This witness is testifying, as I understand him being called, concerning a discharge by the employer based on union activity.

JUDGE SARRICA: Overruled.

MR. SCHWARTZ: All right.

Q (By Mr. Eisenberg) Did employees talk to you?

A Yes, sir.

Q What did they talk to you about?

MR. SCHWARTZ: Objection. What do employees --

JUDGE SARRICA: Overruled.

MR. SCHWARTZ: What do employees talk to him about -- how is that binding upon the Respondent Employer?

Q (By Mr. Eisenberg) What did they say to you?

JUDGE SARRICA: Overruled.

A The employees stated to me that they were dissatisfied --

MR. REICH: Your Honor, I don't like to interject, but I ask you to direct the witness to tell us who said what, if we are going to go into conversations, urless this was a chorus, a rehearsed chorus speaking in unison. Otherwise we're entitled to know who said what.

Q (By Mr. Eisenberg) Do you remember who specifically told you anything --

A Barbara Davis.

Q (Continuing) -- or asked you anything?

A Barbara Davis.

Q What is your general impression or remembrance of what she might have asked you?

MR. SCHWARTZ: Objection.

MR. REICH: Objection.

JUDGE SARRICA: Sustained.

MR. REICH: That's calling for the operation of his mind and a conclusion on his part.

JUDGE SARRICA: Sustained.

Q (By Mr. Eisenberg) Do you know what she told you?

A Yes.

MR. REICH: Who? Barbara Davis?

THE WITNESS: Barbara Davis.

JUDGE SARRICA: Can you tell us what she told you?

MR. SCHWARTZ: Can you fix the time and place.

JUDGE SARRICA: He already did.

MR. SCHWARTZ: This is another conversation.

JUDGE SARRICA: It's the same one.

MR. SCHWARTZ: Same one?

JUDGE SARRICA: Yes.

THE WITNESS: Can I answer the question?

JUDGE SARRICA: Yes.

A Barbara Davis had stated to me thatshe was unhappy with the way things were going with Local 4 and that we didn't have anything to show for paying union dues, and that we really -- you know, that the other employees in the place as they were talking to her, or I should say the shop, were dissatisfied with what was happening and that's why they approached me as the shop steward.

They told me of their dissatisfaction.

Q Were you ever asked to do anything about a contract?

A I was asked a couple of times about a contract, yes.

Q What did you tell them?

A I said that we had no contract.

Q Did you take any steps to find out about a contract?

A Yes, sir. I had contacted Mr. Bob Gordon, who at the time he told me he was President of the union, and I had asked Mr. Gordon if there was a contract.

Mr. Gordon had informed me that there was no contract and I had asked Mr. Gordon to come down and speak with the employees.

JUDGE SARRICA: Fix the date of that contact with Gordon.

Q (By Mr. Eisenberg) Do you recall when, approximately, this was?

A This was in late June.

Q After you contacted Gordon did you have any dealings with another labor organization?

A Yes, sir.

Q Can you tell us when that was?

A This was in July.

Q And can you recall which union that was?

A Local 1115.

Q Can you tell us how you came into contact with Local 1115?

A I had gotten in touch with Mr. Bill Morales,

representative, and I explained to him --

MR. SCHWARTZ: Objection.

JUDGE SARRICA: Sustained.

MR. EISENBERG: What was the objection, to the question or the answer?

JUDGE SARRICA: That he was going beyond the question, I take it.

Q (By Mr. Eisenberg) How did you get in touch with Mr. Morales?

A I called him.

Q Did you speak to him?

A Yes, sir.

Q Was it on the telephone?

A Yes.

Q Can you tell us what he said to you and what you said to him?

MR. SCHWARTZ: Objection.

A Well --

MR. SCHWARTZ: Objection.

JUDGE SARRICA: Overruled.

A When I had called Mr. Morales, I had set up a meeting with him.

Q Is that all you said to him then?

A I asked him if there was any possibility that I could speak with him and about the union that he repre-

sented.

Q Did you set up a meeting?

MR. REICH: Your Honor, I move to strike this -- this answer and I object to these questions on the ground we're now getting a conversation between this witness and the charging party, which obviously is not subject to cross examination or otherwise, which obviously is hearsay, which obviously has not been arranged by any Respondent and can't be binding upon any Respondent and which, to my way of thinking at least, whether obvious or not, goes nowhere to any issue which is even remotely connected with the allegation of the complaint.

MR. EISENBERG: Your Honor, if I might respond?

JUDGE SARRICA: You may.

MR. EISENBERG: It's clearly not hearsay.

The witness is certainly competent and it is permissible under the Rules of Evidence to have him testify to a conversation he may have had.

MR. SCHWARTZ: If Your Honor please --

MR. REICH: Which Rules of Evidence?

MR. SCHWARTZ: (Continuing) -- he testified to a conversation that he had with the charging party against the Respondent in this case.

That's the clearest hearsay I've ran across

to this questioning and answers?

JUDGE SARRICA: Very well.

MR. SCHWARTZ: Thank you very much.

Q (By Mr. Eisenberg) You testified that you were talking about a meeting.

Did you, in fact, discuss arrangements of a meeting?

MR. REICH: Objected to as leading.

JUDGE SARRICA: Overruled.

A The question again, please?

Q Did you discuss arranging a meeting with Mr. Morales during your telephone conversation with him?

A Yes, sir.

Q Do you recall what you said to him and what he said to you?

A I had informed Mr. Morales that -- of the dissatisfaction that the employees had towards Local 4, and I asked him if we could discuss the benefits and everything of Local 1115 because we felt that we weren't getting anything from Local 4.

Q What arrangements were made?

A We set up a meeting with the other employees of Gloria's Manor.

Q Can you tell us how that meeting was set up?

A We had it set up -- I don't remember the

exact date --

Q What did you do to set up the meeting?

A I contacted the other employees.

Q Where did you contact them?

A I contacted them -- most of them by phone, some at the house, some of them outside the job.

Q What do you mean by outside the job?

A Like when they went out on their breaks, when they were outside the building.

Q About how far away from the building were they?

A Right down the block from the building itself is a boardwalk, we used to take a walk up there on lunch or something like that.

Q Did you speak to them on the premises at all?

A Not to my recollection.

Q Did this meeting, in fact, occur?

A Yes, sir.

Q Did you attend?

A Yes, sir.

Q Can you tell us when this meeting occurred?

A The exact date I couldn't give you, but it was in July.

Q Early July or late July?

A Late July.

Q Can you tell us who was present at this meeting?

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A The exact --

MR. EISENBERG: Withdrawn.

Q Were any representatives of Local 1115 present at the meeting?

A Yes, sir.

Q Could you tell us who?

A Mr. Morales.

Q Could you tell us who else was present at the meeting?

A Employees?

Q Yes.

A Barbara Davis, Sally Shea.

MR. SCHWARTZ: I did not get that second name.

THE WITNESS: Sally Shea.

A Pat Murphy, Anne Donnegan, Louie -- Louis Rodriguez.

Q Was that all that attended that meeting?

A I am giving you as many as I can remember.

Q Could there have been others?

A There could have been others.

Q All right.

MR. SCHWARTZ: Can we have them all?

MR. EISENBERG: I believe the witness testified --

THE WITNESS: I don't remember any more.

MR. EISENBERG: He can't -- testified to all he remembers.

MR. SCHWARTZ: Pardon me?

MR. EISENBERG: I believe he testified that's all he could remember at this time.

MR. REICH: He said there could have been others.

MR. EISENBERG: That's correct.

MR. REICH: There could also have been snow in July.

MR. EISENBERG: You can cross examine when you are ready, Mr. Reich.

Q (By Mr. Eisenberg) Can you remember what Mr. Morales said or did at the meeting?

A He had presented us with brochures concerning Local 1115, about the benefits, the medical benefits, the pay benefits, just general information about the union.

Q Did he ask you to sign anything?

A After the meeting, right, we signed cards, 1115.

Q Did he ask you to sign anything?

A Yes, sir.

Q Do you recall what he asked you to sign?

A Union authorization card.

Q He asked you to sign these cards at the meeting

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A After the meeting was over.

Q Was it the same day of the meeting?

A Yes.

MR. SCHWARTZ: If Your Honor please, he asked the witness if after the meeting he asked him -- he asked him to sign anything and the witness said, yes, authorization cards.

Now, if he doesn't like the answer, I am sorry, he's stuck with it.

JUDGE SARRICA: Overruled.

Explain the time specifically.

MR. SCHWARTZ: The time of the day.

MR. EISENBERG: The time of the day when the event took place when you were asked to sign the cards --

MR. SCHWARTZ: If Your Honor please, I object again.

He said after the meeting.

JUDGE SARRICA: Which could be next year.

MR. SCHWARTZ: No, I think the witness said right after the meeting ended, that's when he signed the cards.

JUDGE SARRICA: Overruled.

Q (By Mr. Eisenberg) Would you please fix the time that you were asked to sign a card?

A An exact time?

Q Was it the same day of the meeting?

A Yes, sir.

Q I never inquired, where did this meeting take place?

MR. SCHWARTZ: I am sorry, if Your Honor please, I didn't get that answer. Did we get the answer as to after the meeting?

JUDGE SARRICA: The day of the meeting.

MR. SCHWARTZ: The day of the meeting?

JUDGE SARRICA: Yes.

Q (By Mr. Eisenberg) Could you tell us where the meeting took place?

A On Beach 116th Street in Far Rockaway.

Q Was it in some kind of building?

A Right. There is a --

Q Will you tell us what the building was?

A The exact name?

Q To the best you can remember.

A All right. It's -- the exact name is Roger's, it's a hotel and restaurant.

Q Where did the meeting take place in Roger's?

A We were -- there is a -- I guess you'd call it like a dining room in the back, we were back there in the dining room.

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Q Were you asked to sign the card while you were in Roger's?

A Yes, sir.

Q Were you given a card by Mr. Morales?

A Yes, sir.

Q Did you sign a card?

A Yes, sir.

Q Did there come a time that Mr. Hagler, Rabbi Hagler --

MR. HAGLER: Excuse me. This is a personal remark. Counsel asked me before the meeting whether he can refer to me as Rabbi and I specifically said to him, no.

MR. EISENBERG: I don't believe that is accurately our conversations.

Would you prefer to be called Mr. Hagler?

MR. HAGLER: I have been called Mr. Hagler here and I prefer that.

MR. EISENBERG: I will do that.

MR. HAGLER: Thank you.

MR. EISENBERG: Right.

Q (By Mr. Eisenberg) Did there come a time when Mr. Hagler talked to you about Local 1115 in any way?

A Yes, sir.

Q Can you tell us when the first time was?

A A couple of days after the first meeting with Mr. Morales.

Q Can you tell us how Mr. Hagler happened to speak to you?

A He was very dissatisfied -- he felt that --

Q How did he happen to speak to you?

A He called me into his office.

Q Were you alone in his office?

A Yes, sir.

Q Could you tell us what he said to you and what you said to him?

A Mr. Hagler had stated to me that he was dissatisfied about my going to Local 1115 and he thought that I was -- as he said -- turning against him and I tried explaining to Mr. Hagler that I was looking for the benefit of the people and, you know, he didn't agree with that.

Q Can you remember if anything else was said?

A It was -- it was just a conversation along those lines.

Q Did he say anything about how he knew you were involved with Local 1115?

A He said that he had given -- I am pretty sure -- all right, he told me he had given five dollars to somebody who was at the meeting and that they had given him

the names of everybody that was at the meeting and that's how he found out who was there.

Q Did he give any other details in that regard?

A He had shown me a list and he had the names of all the people that were there.

Q Can you -- he showed you a list?

A Right.

Q Can you describe the list?

A It was just on a small piece of paper and it had, as I said, the names of everybody that attended the meeting.

Q Did he question you about the list?

A He had asked me about it and he asked me what it was all about and I tried to explain to him.

Q He questioned you about the list?

A Right.

Q Can you recall what questions he asked you?

A His main -- the question he kept -- I guess you'd say hounding on towards me was how come we weren't satisfied with Local 4, how come we were going towards 1115 and that it was causing nothing but problems.

Q Can you remember anything else about his remarks concerning how he knew of your other activities?

A Not at that meeting.

Q Did he say anything about your employment

A He told me a couple of times --

Q At this conversation with him, this first conversation about Local 1115.

A He stated that I was playing with fire and I didn't know what I was doing by getting involved in unions like that.

MR. REICH: Move to strike the answer as not responsive.

JUDGE SARRICA: Sustained.

Did he say anything about your employment status specifically?

MR. EISENBERG: Do you understand what we mean by employment status?

THE WITNESS: No.

MR. EISENBERG: Your job tenure or your-- whether you would be employed or not.

THE WITNESS: At that meeting he didn't say anything about it, no.

Q (By Mr. Eisenberg) You said you had other conversations with Mr. Hagler concerning Local 1115.

I direct your attention to all other conversations you might have had with Mr. Hagler prior to the date of your discharge, prior to the time you were discharged, can you recall any other conversations you had with him about Local 1115?

A Well, as -- I say we -- I mean, the people of the shop, the employees, as we took more action --

MR. SCHWARTZ: Objection, please.

Q (By Mr. Eisenberg) Did you have any conversations with Mr. Hagler --

A Yes.

Q (Continuing) -- that you can remember?

A Yes, sir.

Q Can you tell us about such conversations?

MR. SCHWARTZ: Can we fix the time, date and place?

MR. EISENBERG: Will you please give me an opportunity to do that, Mr. Schwartz?

MR. SCHWARTZ: I'll give you all the opportunity in the world.

MR. EISENBERG: All right. Thank you.

Q (By Mr. Eisenberg) Do you recall?

A Yes.

Q Could you tell us about those conversations?

A You want to know about the conversations just --

JUDGE SARRICA: One at a time.

Q One at a time.

JUDGE SARRICA: A specific one.

Q Concerning Local 1115 with Mr. Hagler or any other boss.

A No, Mr. Hagler is the only one I had any words with and Mr. Hagler had stated to me that because of my activities with 1115 that he could see to it that I was fired and that he knew a lot of people.

Q Okay.

MR. REICH: May we have the time of this fixed?

MR. EISENBERG: I was just getting to that, Mr. Reich.

MR. REICH: Thank you.

Q (By Mr. Eisenberg) Do you recall where this conversation took place?

A This conversation again took place in his office and it was just Mr. Hagler and myself.

Q How did you happen to get to his office?

A He called me into his office.

Q Is that all that you talked about, as best as you can recall?

MR. SCHWARTZ: Can you fix the time?

MR. REICH: When, please?

MR. EISENBERG: I will withdraw the last question for the time being.

Q (By Mr. Eisenberg) Do you remember when this happened?

A Again this is in late July.

Q Did you ever engage in any activity concerning

the union -- the fact that union dues were being taken out of your pay?

A Yes, sir.

MR. EISENBERG: Your Honor, I ask the reporter to mark this document for identification.

(The above referred to document was marked General Counsel's Exhibit No. 2 for identification.)

MR. SCHWARTZ: May we see a copy of this document?

MR. EISENBERG: I haven't introduced it into evidence yet.

MR. SCHWARTZ: If he is going to show it to the witness, I think we're entitled to look at it.

JUDGE SARRICA: They're entitled to inspect it.

MR. EISENBERG: All right.

JUDGE SARRICA: Off the record while they look at that document.

(Discussion off the record.)

JUDGE SARRICA: Back on the record.

Q (By Mr. Eisenberg) Mr. O'Toole, I show you this document which has been marked for identification as Board Exhibit Number 2.

Can you identify that document? (Handing document to the witness.)

along these lines, what it is.

JUDGE SARRICA: Overruled.

MR. REICH: Exception.

Q (By Mr. Eisenberg) Did you sign this petition --

A Yes, sir.

Q (Continuing) -- or this document?

A Yes, sir.

Q Can you point out your signature on the document?

(The witness indicated.)

MR. EISENBERG: Let the record show that he's pointing to one, two, three, four, five, the sixth name from the top of the employees.

Q (By Mr. Eisenberg) Is that your signature?

A Yes, sir.

Q Did you sign this document?

A Yes, sir.

Q Do you know if the date on the document, August 19th, is the date you signed it?

A I can't be positive.

Q Did someone give you that document to sign?

A Yes, sir.

Q Do you remember who it was.

A Anne Donnegan.

Q Who?

A Anne Donnegan.

Q Can you recall what that individual said to you and what you said to her?

MR. SCHWARTZ: Objection. Is this an employee?

THE WITNESS: Yes, sir.

MR. SCHWARTZ: What another employee said to him about signing a document?

JUDGE SARRICA: Overruled.

MR. SCHWARTZ: Oh, boy.

Q (By Mr. Eisenberg) Do you know, do you remember?

A Can you -- could you say the question again, please?

Q You said that Anne Donnegan --

MR. REICH: I didn't hear the answer.

MR. EISENBERG: He asked me to rephrase it. He doesn't understand it.

Q (By Mr. Eisenberg) Anne Donnegan gave you the petition?

A Yes, sir.

Q Did Anne Donnegan -- who is Anne Donnegan?

A Anne Donnegan was a switchboard operator.

Q She was an employee?

A Yes, sir.

Q Do you recall where she gave you that document?

A At her house.

Q Did she tell you what that document was?

MR. SCHWARTZ: Objection.

MR. EISENBERG: I will withdraw the question.

At this time, Your Honor, I move Board's Exhibit Number 2 for identification be introduced into evidence and marked as Board Exhibit 2 in evidence.

MR. REICH: Your Honor, if I could be apprised of the relevance, I might be in a position not to object, but until such time I fail to see any relevance with respect to any, quote, document, close quotes, addressed to the National Labor Relations Board and purporting to authorize some union to take certain action, that union not being the Respondent in this proceeding.

JUDGE SARRICA: Overruled.

MR. SCHWARTZ: I join in the objection -- you overruled the objection, Your Honor?

JUDGE SARRICA: Yes.

MR. SCHWARTZ: Did you?

JUDGE SARRICA: Yes. Same ruling.

MR. SCHWARTZ: Thank you.

JUDGE SARRICA: Board Exhibit Number 2 is received.

(The above referred to document, heretofore marked General Counsel's Exhibit No. 2, was received in evidence.

MR. EISENBERG: Your Honor, you had asked me to alert you of a good stopping point.

I have another such document that I could introduce at this time but it's just as -- I could do that the first thing tomorrow, if we are going to start, as you told us I believe, at 9:30, and I'll suggest at this time as a time convenience for me to stop.

MR. REICH: Is it related to this --

MR. EISENBERG: Yes.

MR. REICH: (Continuing) -- the other document?

MR. EISENBERG: Yes.

MR. REICH: Whe don't we take another couple of minutes and get it done.

JUDGE SARRICA: Yes.

MR. REICH: If we are going to put the tail in, let's get the head of the dog in as well.

MR. SCHWARTZ: You know, we may -- may I make this suggestion, in order to save time, if we are going to adjourn at this moment or very close to this moment, would it be in order that counsel give

going to give me what he wants to receive.

He can't stand here and take without giving.

It was a very simple request, that rather than waste time tomorrow, we have a copy of the affidavit now. If he wants to play ball game according to all of the rules, that's what we'll do.

JUDGE SARRICA: I don't intend to judge who is giving what, but I do recall that we are giving you a certain privilege for tomorrow afternoon with the General Counsel's consent.

MR. SCHWARTZ: I understand.

JUDGE SARRICA: So I think if we can get an attitude of cooperation around here that will not hinder the presentation of the case, it will further matters --

MR. SCHWARTZ: I join with Your Honor --

JUDGE SARRICA: Thank you.

MR. SCHWARTZ: (Continuing) -- in that observation and that was the reason I attempted to get General Counsel to give me the affidavit now.

JUDGE SARRICA: We're on the record and we will continue now with the document you have in mind.

MR. EISENBERG: If I haven't asked it already, I will ask the reporter to mark this document as Board Exhibit Number 3.

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(The above referred to document was marked General Counsel's Exhibit No. 3 for identification.)

JUDGE SARRICA: I will receive G.C. 2 in evidence.

(The above referred to document, heretofore marked General Counsel's Exhibit No. 2, was received in evidence.)

Q (By Mr. Eisenberg) Mr. O'Toole, I show you what's been marked for identification as Board Exhibit Number 3.

Does your name appear on it? (Handing document to the witness.)

MR. SCHWARTZ: Can I see that document, Exhibit Number 3?

MR. EISENBERG: Yes. I will make that available to the parties for inspection now.

MR. SCHWARTZ: What did you say?

MR. EISENBERG: What?

MR. SCHWARTZ: What was that comment?

MR. EISENBERG: I said I am submitting it for your inspection.

MR. SCHWARTZ: Oh.

MR. EISENBERG: I have just been apprised by the reporter that I have been calling the exhibits

Board Exhibits, they should be General Counsel Exhibits.

JUDGE SARRICA: Yes. Thank you.

MR. EISENBERG: I will amend my remarks that way.

Q (By Mr. Eisenberg) Mr. O'Toole, I show you this document, does your name appear on it? (Handing document to the witness.)

A Yes, sir.

Q Did you sign it?

A Yes, sir.

Q Can you recall how you happened to sign it -- I will withdraw that question.

Did somebody give you that to sign?

A Yes, sir.

Q Who gave it to you?

A Anne Donnegan.

Q Do you recall when you were given that?

A This I received on the 6th.

MR. REICH: On when?

THE WITNESS: On the 6th of September.

Q (By Mr. Eisenberg) Do you recall where you were when you were given -- where did this occur?

A Again, I signed this in her house.

Q In her house?

A Right.

Q Were you alone with her at the time you signed it or were other employees present?

A There were no other employees present.

MR. SCHWARTZ: I didn't hear the answer.

THE WITNESS: There were no other employees present.

MR. EISENBERG: If you could speak up a little bit, I think it would help matters.

Q (By Mr. Eisenberg) Is that your signature on it?

A Right there (indicating).

Q You stated you signed it on September the 6th?

A Yes, sir.

MR. EISENBERG: Your Honor, I offer this into evidence at this time as General Counsel's Exhibit Number 3.

MR. REICH: Voir dire.

JUDGE SARRICA: Very well. Go ahead.

VOIR DIRE

Q (By Mr. Reich) General Counsel's Exhibit 3 in evidence, this paper --

JUDGE SARRICA: 2.

Q (Continuing) -- 2 --

A What about it?

Q (Continuing) -- 2 in evidence, and this paper referring now to General Counsel's Exhibit 3 for identification, were they both signed at the same time?

A No, sir.

Q How far apart were they signed?

A One was the 6th and the other says the 19th.

Q I am not asking what it says.

Do you remember?

A I said before I didn't remember the exact date.

Q You don't remember?

A No.

Q You are judging from the date that appears on the paper as to when these events occurred?

A I said on the 19th I did not recall which day I signed it.

I remember signing that.

Q You remember signing the 6th?

A Right.

Q You remember positively it was the 6th?

A Right, sir.

Q Not the 5th, not the 7th?

A The 6th.

Q And independently of anything on this paper, do you remember that to be the 6th?

for cross examination.

MR. REICH: Your Honor, I appreciate that but I think they're proper on voir dire.

There is a paper being offered here in its entirety. I want this witness to tell us if he is identifying this entire paper. I want him to tell us the state of this paper when last he saw it, that's proper voir dire.

JUDGE SARRICA: Not when last he saw it, but when he signed it.

MR. REICH: When he signed it.

THE WITNESS: I already answered that.

MR. REICH: Very good.

JUDGE SARRICA: Were the other signatures below the legend on that paper when you signed it?

THE WITNESS: No, Madam.

JUDGE SARRICA: They were not?

THE WITNESS: No.

JUDGE SARRICA: Have you seen it since then?

THE WITNESS: I haven't seen it since I signed it.

JUDGE SARRICA: You had not seen it with the signatures that are presently on it?

THE WITNESS: No.

JUDGE SARRICA: Very well.

MR. REICH: Objected to, Your Honor.

MR. EISENBERG: I believe I've offered that into evidence.

JUDGE SARRICA: Pardon?

MR. EISENBERG: Did I offer that into evidence?

JUDGE SARRICA: All right. I will have to limit it to the legend above the signatures and not --

MR. EISENBERG: Your Honor, was the testimony concerning this document that these signatures were not on there or that this writing was not on there?

I don't believe there was testimony with respect to that. I think he merely said, you know, certain signatures did not appear below here, and if I recall correctly, he said that two people's names were on this thing and --

JUDGE SARRICA: The two people he mentioned, the names were up on the same line where his signature appears, is that correct?

MR. REICH: That's right.

MR. EISENBERG: No, he mentioned -- can you recall --

MR REICH: That's exactly what he said.

MR. EISENBERG: What were the names?

MR. REICH: That's exactly what he said.

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blanks where somebody inserted the name.

His testimony is he believes he inserted it himself, that does not make this paper admissible because it's nothing.

Under those circumstances, I object.

MR. EISENBERG: That's being asked --

JUDGE SARRICA: Overruled.

MR. EISENBERG: Thank you, Your Honor.

JUDGE SARRICA: General Counsel's Exhibit Number 3 is received with the restriction previously stated.

(The above referred to document, heretofore marked General Counsel's Exhibit No. 3, was received in evidence.)

MR. REICH: I don't know if that restriction is on the record. I trust it is.

JUDGE SARRICA: Yes, it is.

MR. EISENBERG: Your Honor, is it in order at this time to request, although I did submit the original copies, to request to substitute for the original copies?

JUDGE SARRICA: What, of G.C. 2 and 3?

MR. EISENBERG: Yes.

MR. SCHWARTZ: Aren't we entitled to copies of those documents?

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JUDGE SARRICA: Both of you. I am sorry.

THE WITNESS: Right.

MR. SCHWARTZ: Maybe I am losing my hearing.

MR. RUICH: At the risk of being helpful, Mr. Eisenberg, maybe if you were to stand back, he would have to raise his voice to answer you.

Q (By Mr. Eisenberg) Did you ever at any time solicit signatures on authorization cards for Local 1115?

A Yes, sir.

Q How did you get these cards?

A The cards were given to me through Mr. Morales, the representative from 1115.

Q Do you recall when he gave you these cards?

A No, I don't recall exactly when he gave them to me.

Q Where did you solicit signatures?

A Anyplace -- sometimes on the boardwalk we use to go up there, as I said yesterday, we use to go up there and talk; sometimes my house. Places like that.

Q Can you recall when you did that?

A I would say that was in July.

Q Now, you testified that you were discharged.

A Yes, sir.

JUDGE SARRICA: May we clarify something at this point? Did you identify what union the signatures -- the signature cards were for?

MR. EISENBERG: I believe -- I don't recall right now, Your Honor.

JUDGE SARRICA: I don't recall it in any question.

Q (By Mr. Eisenberg) Were those cards -- what labor union did you solicit those cards for?

A Local 1115.

Q And you testified that you were discharged?

A Yes, sir.

Q All right.

Could you tell -- Now, I direct your attention to the day of the discharge --

A Yes, sir.

Q -- could you take us through that day?

A I reported to work as usual at 10:00 o'clock, secured the building, went about my regular rounds.

That was basically how the night went until -- it was about 2:00 o'clock in the morning, and I had made my rounds and I had gone out to the kitchen to get my food out of the refrigerator.

And when I had got -- when I had closed the refrigerator, that's when Mr. Hagler came downstairs.

Q And can you tell us then what happened?

A Mr. Hagler began shouting at me and saying that the switchboard was unmanned, and that I wasn't doing my job, and that he was going to fire me.

Q Before you go any further into that, this was at 2:00 o'clock in the morning; is that correct?

A Yes, sir, about that time.

Q And Mr. Hagler was on the premises?

A It was during the Jewish holidays last year. I am not sure exactly which holiday it was, and Mr. Hagler was sleeping over in Gloria's Manor.

Q Now, you were in the kitchen when Mr. Hagler talked to you?

A Yes, sir.

Q Could you tell us in as much -- as specifically as you can what Mr. Hagler said to you and you to him?

A As I say, he said that I had left the switchboard unmanned and that I wasn't doing my job. And, as I said, he kept shouting that he was going to fire me.

Q Had you left the switchboard unmanned?

A I left the switchboard to go out and get my food. But, you see, when -- the switchboard --

MR. SCHWARTZ: Objection.

There was no question.

JUDGE SARRICA: Sustained.

Q (By Mr. Eisenberg) What was your normal procedure when you either went on rounds from the switchboard or you went to get your food?

MR. REIGH: That's objected to as to form.

It calls for the operation of the witness' mind. It

calls for a characterization on his part. It calls for a judgment on his part as to what normal procedure is. And what is normal for him may not be normal for anyone else.

All of which, I object to the form of the question.

JUDGE SARRICA: Overruled.

THE WITNESS: Answer the question?

JUDGE SARRICA: Yes.

THE WITNESS: Could you repeat it again?

JUDGE SARICCA: Read it back.

MR. EISENBERG: Please read it.

(Pending question read by the reporter.)

A On -- next to the switchboard there is a microphone, and the microphone carries throughout the building.

And, whenever -- whatever reason, when I make my rounds or if one of the patients or residents needed any assistance, before I left the switchboard I would turn this microphone on and leave it right near the switchboard.

And there was a buzzer. Whenever somebody either called in to the place or when one of the patients picked up the telephone, the buzzer would go off.

And, wherever I was throughout the building, I'd be able to hear it on the microphone. It would pick up on the microphone and would go throughout the building.

That is when I know I had to report back to the switchboard.

Q Do you recall your saying anything to Mr. Hagler when you were in the kitchen with him?

A I didn't say anything to Mr. Hagler. I didn't have a chance.

Q Do you recall if Mr. Hagler said anything else to you?

A He told me to follow him outside -- outside, meaning into the lobby towards his office.

Q And after you spoke to Mr. Hagler in the kitchen, could you tell us what you then did?

A Mr. Hagler had asked me to come into his office.

And, when we were in the office, he had -- there is a safe in there -- he opened up the safe, and he pulled out some papers --

Q Before you go into that, did you proceed from the kitchen right into his office?

A Yes, sir.

Q Were you accompanied by him?

A I followed him into the office.

Q Did he talk to you in the office?

A Yes, sir.

Q Can you tell us what he said to you and what you said to him?

A Well, he started off by saying that I was not doing him any good, and that I was costing him, as he said, a bundle in legal fees.

And he felt, as I said, that he was -- that I was turning against him, and that I was of no use to him because he felt that, you know, I had turned against him.

And he had brought up petitions that I had signed for the National Labor Relations Board concerning the -- the election and the stoppage of union dues.

Q Let's go into what he showed you.

Did he show you documents?

A Yes.

Q How did he show them to you?

A He had them all in a folder, took them out of the folder, threw them down on the desk, and he told me to read them.

Q Did you read them?

A Yes, sir.

Q Can you describe what they were?

A As I said, they were the documents -- the petitions that I had signed for the National Labor Relations Board.

Q I show you General Counsel's Exhibit 3. Is this one of the documents he showed you (handing document to witness)?

A Yes, sir.

Q Did he show you any other documents?

A Yes, sir.

Q Can you tell us what they were?

A The other one was a petition to have the union dues from Local 4 -- to stop taking it out of our pay.

Q Was there anything else he showed you?

A And there was another petition --

Q What do you mean by a petition?

Could you describe what was said on it, on what you are referring to?

A On which -- on which one?

Q The one you were just talking about.

A There was a petition for the National Labor Relations Board, I believe it was, to cease from Local 4 to take union dues out of our pay.

And there was another petition there to the National Labor Relations Board to have an election -- election between the unions.

Q Did he mention anything about Local 1115 while you were in the office?

A He kept telling me that Local 1115 was the cause of my problem, and that it was causing him nothing but a headache.

And he threatened me, you know, he --

MR. SCHWARTZ: Objection.

He asked whether Local 1115 was mentioned, and he testified to that. Now he's proceeding voluntarily in another area.

JUDGE SARRICA: Sustained.

Q (By Mr. Eisenberg) Did anything else occur at that evening?

A Well, Mr. Hagler had said that --

MR. SCHWARTZ: Objection.

The question was did anything else occur that evening. Now he's testifying as to a conversation.

And that was not responsive to the question, "Did anything else occur that evening."

JUDGE SARRICA: A conversation can't be an occurrence; is that your point?

MR. SCHWARTZ: Yes.

JUDGE SARRICA: Overruled.

Q (By Mr. Eisenberg) Continue answering the question, please.

A Mr. Hagler had shown me these documents, and he told me that 1115 was not going to do anything for me, and that he was going to fire me, and --

MR. SCHWARTZ: Objection.

That's not responsive to the question, "Did anything else occur that evening."

JUDGE SARRICA: I have overruled that objection.

A (continuing) As I said, Mr. Hagler, he said that he was going to fire me and that he was just going to throw me out on the street and see what Local 1115 or anybody

else would do to help me.

Q Did he in fact tell you you were fired --

A Yes, sir.

Q -- at that time?

A Yes, six, he did.

Q Did he ask you to do anything?

A Yes, six. He had asked me to -- on stationary of Gloria's Manor to write a statement stating that whatever he accused me of that I was wrong in doing.

And I refused to write it.

Q Did he accuse you of doing some things?

A He had accused me of -- of negligence on the job.

He didn't -- When I refused to write it, he didn't go any further.

Q Well, when did he accuse you of negligence on the job?

A That -- that night when he fired me.

Q Was it in the kitchen or in his office?

A In his office.

Q Do you remember what he said to you?

A He said that I wasn't doing -- he said I wasn't doing the job that I was being paid to do, and --

Q Did he get specific in any way?

A He said that there were chairs left outside in front of the building that I had -- I had left outside. He said that I was negligent in not bringing them in.

Q Were there chairs left outside?

A Yes, sir.

Q Was it part of your job to bring these chairs in?

A Well --

MR. EISENBERG: I will rephrase that question.

Q Did Mr. Hagler ever tell you --

MR. SCHWARTZ: If Your Honor please, I don't understand. He asked him a question.

JUDGE SARRICA: He may withdraw the question. It hadn't been answered.

MR. SCHWARTZ: Okay.

Q (By Mr. Eisenberg) Did Mr. Hagler ever tell you that it was your job to bring these chairs in?

A Yes, sir.

Q Was there a reason you didn't bring these chairs in that night?

MR. SCHWARTZ: Objection.

JUDGE SARRICA: Overruled.

A Yes, sir, there was.

Q Could you tell us what that was?

MR. REICH: This is objected to.

This is an operation of the witness' mind.

JUDGE SARRICA: I will evaluate whether it's an operation of the witness' mind when I get the answer.

MR. EISENBERG: I can rephrase the question.

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JUDGE SARRICA: All right.

Q (By Mr. Eisenberg) When Mr. Hagler talked to you about the chairs, did you say anything to him?

A Yes, sir.

Q What did you tell him?

A The place where Mr. Hagler wanted me to put the chairs there was a fire door.

It's like -- it's an exit, and there were a lot of chairs there. And these chairs, where he wanted me to put them, blocked the fire entrance and a fire exit.

And I explained to Mr. Hagler that, as long as I was working there and I had the responsibility of the people inside and if, God forbid, a fire should break out, there is no way that I will be able to respond fast enough to get these people out.

And I explained that to him, and I told Mr. Hagler that I would leave the chairs right outside where I sit at the switchboard and I can observe the chairs from inside the building.

Q Is this what you told him in his office, or had you told him this before?

A I had told him this before.

Q So you had not brought the chairs in on other occasions?

A Yes, sir.

Q After Mr. Hagler told you you were fired what did you do?

A Well, like I said -- by the time I got out of the building, I'd say it was about 2:30 --

Q You left the premises?

A Yes, sir.

Q Did you ever have after that time any other communication with Mr. Hagler?

A Yes, sir.

Q Will you tell us approximately when that was after your discharge?

A Yes, sir.

Before I left the building on the night I was fired, Mr. Hagler told me to come back on -- it was a Thursday, I would say that would be about September 26th maybe -- and he told me that he was going to be in touch with his attorney, and he would talk to his attorney to see if it would be in his best interest to hire me back.

Q Did you go back to Gloria's --

A Yes, sir.

Q -- at that occasion?

A Yes, sir.

MR. SCHWARTZ: I didn't hear that.

THE WITNESS: Yes, sir.

MR. SCHWARTZ: The question and answer.

(Portion of record read by the reporter.)

Q (By Mr. Eisenberg) Did you talk to Mr. Hagler?

A Yes, sir.

Q Can you tell us what he said to you and you said to him?

A Yes, sir.

Mr. Hagler had stated to me that he couldn't get in touch with his lawyer, and he said it was nothing personal for me, but, because of my involvement with Local 1119, he felt that he had no use for me, and that my firing was still standing.

Q Other than the time Mr. Hagler talked to you about your negligence on the job, had you ever been talked to about that before that --

A No, sir.

Q -- in any way --

A No.

Q -- by any boss --

A No, sir.

Q -- by Mr. Hagler?

A No.

Q Did you ever have any communication with any Local representative concerning an arbitration of your discharge?

A I never had any communication, no.

Q Did you ever hear of an arbitration?

A I I heard of an arbitration when I came to this office on November 22, '74.

Q Who told you about an arbitration?

A I had heard it from one of the representatives here, that there was scheduled an arbitration.

Q You are talking about one of the Board agents?

A Yes, sir.

Q Is that the Board agent handled your case?

MR. SCHWARTZ: I'm sorry. What was that?

JUDGE SARRICA: Speak louder.

MR. EISENBERG: I'm sorry.

Q Was that the Board agent handling your case at that time?

A Yes.

Q Can you recall what he told you about the arbitration?

MR. SCHWARTZ: Objection.

JUDGE SARRICA: Sustained.

Q Did you ever receive notification by Local 4 in any way, oral conversation, written communication, concerning a discharge --

A I never received any.

Q -- arbitration proceeding?

A I never received it.

Q Did you attend a discharge arbitration proceeding --

A No, sir.

Q -- involving your discharge?

A No, sir.

Q Other than what you have testified to, have you ever heard anything else about an arbitration?

A No, sir.

MR. EISENBERG: I have nothing further at this time, Your Honor.

JUDGE SARRICA: Thank you.

MR. SCHWARTZ: Do you have a statement to furnish me?

MR. EISENBERG: Yes (handing document to Mr. Schwartz).

MR. SCHWARTZ: Let the record reflect that I was handed a statement by Donald O'Toole dated November 22, 1974.

MR. REICH: May I request a copy of the statement too?

JUDGE SARRICA: Do you have an extra copy?

MR. EISENBERG: I don't have one at this time, Your Honor.

Should I make a photostat at this time?

JUDGE SARRICA: Can you study it together, or will he need to make a photostat so you can each study it?

MR. EISENBERG: If you say what your pleasure is, I will make arrangements --

MR. REICH: I don't know, Your Honor.

(Hearing reconvened at 10:30 a.m.)

JUDGE SARRICA: We will go on the record.

Proceed.

CROSS-EXAMINATION

Q (By Mr. Schwartz) Mr. O'Toole, were you not appointed shop steward by Mr. Gordon?

A No, sir.

Q You were not? Is that your answer? You were not appointed shop steward by Mr. Gordon?

A Yes, I was appointed shop steward by Mr. Gordon.

Q I see.

I think your testimony on direct examination was that no one was elected to the post of shop steward; is that correct?

A Yes, sir.

Q And further that you held this position until the day you were discharged, shop steward --

A Yes, sir.

Q -- is that correct?

A Yes, sir.

Q Do you know a Kathryn Curry?

A Yes, sir.

Q By the way, how many shop stewards were there?

A I was -- I was shop steward.

Q You were the only one --

A Yes.

Q You were in constant communication with the employees, were you not?

A When they had a grievance.

Q Was this on a daily basis?

A No, sir.

Q Well, how many times from the date that you were made shop steward were you in touch with employees?

A Exactly I couldn't give you any idea.

Q Approximately?

A I couldn't give you any idea.

Q Five, ten?

A When there was a grievance they came to me, and that was it.

Q You were the only one that they came to; is that right?

A When they had a problem, right.

Q Now, you say part of your duties were to take the furniture that was located outdoors inside; is that right?

A Yes, sir.

Q Is your testimony that you told Mr. Hagler that you were not going to put it in the area that he wanted you to put it, and you told him this; is that right?

Just answer yes or no; and, if you want to explain, you may.

A Yes.

May I explain it now?

Q Yes.

A May I explain?

Q Yes.

A I had not told Mr. Hagler. I had -- yes, I did tell Mr. Hagler. And Mr. Hagler had voiced no opposite opinion, so --

Q He said it was perfectly okay for you to leave that out in the outdoors?

A As long as I observed them from the switchboard.

Q Was there any furniture ever missing during the time that you were working there?

A As far as I know there was never anything missing when I was there.

Q Did anybody ever complain that on the nights that you were present and the furniture was not brought in there was furniture missing the following day?

A No, sir.

Q Nobody ever said that to you?

A No, sir.

Q And Mr. Hagler said to you that it was perfectly okay for you to leave that furniture outside, but you keep your eye on it all the time while you were working; is that what he said to you?

Q But you knew that was impossible because you were gone from your switchboard station on rounds and other things; isn't that right?

A Yes, sir.

Q All right.

So, notwithstanding he told you that this was okay and nobody ever spoke to you about the furniture being outside --

A After I had talked to Mr. Hagler I had never had any complaint about it.

Q And were you ever spoken to about leaving the switchboard unattended?

A No, sir.

Q Nobody ever said a word to you?

A Just that night when I was discharged.

Q Just this one occasion?

A Yes, sir.

Q And on this one occasion that was the only time since your -- you were an employee that anything was ever said to you concerning your work?

A Yes, sir.

Q Nothing about tending to the switchboard, nothing about eating in the kitchen when you weren't supposed to, nothing about the furniture being left outside; is that your testimony?

A Yes, sir.

Q And you know you are under oath?

A Yes, sir.

Q All right.

Now, with respect to Local 4, you solicited cards executed by employees for Local 4, did you not?

A Yes, sir.

Q And you were very much interested in Local 4, were you not?

A In the beginning.

Q Now, you testified concerning a meeting that was held off the premises wherein Local 1155 was present?

A Yes, sir.

Q And prior to that you testified concerning a conversation you had with Mr. Morales concerning the benefits of Local 1155.

A Yes, sir.

Q When did this conversation take place?

A Again I would say about mid-July.

Q Mid-July?

A Yes.

Q And at that time you had not received a copy of the contract from Local 4, had you?

A As I testified, Mr. --

Q No, just answer yes or no.

A No.

Q You had not?

A No.

Q So you had no idea what the benefits of Local 4 were at that time?

A We had none.

Q I said you had no idea as to --

A I had an idea, yes, we had none.

Q You had no benefits?

A Right.

Q Well, you didn't know because you didn't see the contract; isn't that true?

A As shop steward I felt, if there was a contract, I would be notified, and I was never notified of a contract.

Mr. Gordon said there wasn't a contract.

Q I see.

A So, to my knowledge, there wasn't one.

Q So, at that time when you discussed with Mr. Morales the benefits of Local 4 as against Local 1155 --

A Yes, sir.

Q -- there weren't any benefits of Local 4, to your knowledge; is that correct?

A And to the employees' knowledge too.

Q I am just asking to your knowledge, Mr. O'Toole?

A Yes, sir.

Q Now, was there somebody else doing the same work as you in a prior shift to yours?
A In which --
Q Just answer yes or no.
A I don't understand the question. What work?
Q What work?
What work were you doing?
A I don't know what time you are talking about.
Q Who did the same work you did prior to the time you came in?
A Are you talking about security?
Q Mr. O'Toole, what work did you perform?
A The switchboard.
Q What else?
A Watchman.
Q Pardon me?
A Watchman.
Q Yes?
A That's it, and --
Q Did anybody else do this work prior to the time you came in?
A Before 10:00 o'clock at night?
Q Yes.
A No, sir.
Q Nobody did it?

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A No.

Q Nobody tended the switchboard?

A The switchboard, sure. But watchman --

Q Who tended the switchboard?

A There were a couple of ladies that did.

Q Was there anybody that had a shift that overlapped your shift doing the same work you did?

A They went off at 10:30.

Q Who was that?

A Mary Duffy.

Q Yes?

A Anne Donnegan.

Q Now, is it not true that you were supposed to eat during the period that they were still there?

A No, sir, I was never informed of any such rule.

Q You were never told about that?

A No, sir.

Q And was it not true that you were supposed to eat while you were at the switchboard?

A Yes, sir.

Q And the night in question you were in the kitchen, were you not?

A Yes, sir.

Q Were you eating in the kitchen?

A No, sir.

Q No?
A No.
Q Were you preparing any food at that time?
A No, sir. I went to get my food.
Q Let's get into that meeting with Local 1155.
How many people were present at that meeting?
A I would say between maybe ten, maybe fifteen -- exactly I wouldn't know.
Q You don't know?
A No.
Q And you don't know who was there either?
A I named a few names.
Do you want them again?
Q I know you mentioned a few names, but you don't know everybody.
A You want the names?
Q I say you don't know everybody that was there, do you?
A I said I don't recall everybody that was there.
Q All right.
Now, you talked about a conversation you had with Mr. Hagler following the meeting.
When did this take place?
(Mr. Morales enters hearing room.)
A A couple of days after the first meeting I had with

Mr. Morales. 208

Q I am talking about in relation to the meeting with the group of employees that you testified to.

A You asked me when, and I answered it.

Q Pardon me?

A You asked me when, and I answered it.

Q Well, tell me again.

A A couple of days after meeting with Mr. Morales.

Q When was the meeting with Mr. Morales?

A The exact day I don't know.

Q What month of the year was it?

A It was in July.

Q Was it the beginning or the middle of July?

A I would say mid-July maybe.

Q Mid-July?

A Late July.

Q I see. And --

MR. EISENBERG: Your Honor, if I might just note for the record at this time -- excuse me, Mr. Schwartz -- that Mr. Morales is present.

JUDGE SARRICA: Thank you.

Q (By Mr. Schwartz) And you say Mr. Hagler called you into his office?

A Yes, sir.

Q And he told you that he knew all of the people that

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were there?

A Yes, sir.

Q He had a list?

A Yes, sir.

Q Did he show you this list?

A Yes, sir.

Q And he said he paid $5 for this list?

A Exactly.

Q And who did he pay this money to?

A He didn't mention the name.

Q He didn't mention the name?

A No.

Q And, having this list --

A Right.

Q -- and having paid for the information, he nevertheless turned around to you and said, "What's going on there," is that right?

A Yes, sir.

Q That's the words?

A Yes.

Q He wanted to know from you what transpired at this meeting; is that correct?

A He wanted to know why it happened.

Q And he wanted to know what happened -- what transpired at the meeting too?

A Yes, sir.

Q Right. He was asking you, right?

A Right.

Q And you were the one that arranged this meeting?

A Right.

Q And he knew about it, according to you?

A After the meeting he knew about it.

Q Yes.

And your testimony is that, notwithstanding he knew, as you say --

A Right.

Q -- that you were the one that brought about the meeting --

A Right.

Q -- that he had the information as to who was there and everything else --

A Right.

Q -- he, notwithstanding, asked you what was this all about; is that your testimony?

A That's what he asked.

Q Do you have a brother?

A Yes, I do. I have two brothers.

Q One of them works for Gloria's Manor, doesn't he?

A Yes.

Q When was he first employed?

A I guess it was during the Jewish holidays, the last -- that was '74.

Q He's still working there, isn't he?

A Yes.

Q By the way, Barbara Davis, wasn't she one of the people who went around with this GC-3 in evidence?

A May I see it?

Q Sure (handing document to witness).

A No, sir. I said Anne Donnegan was.

Q Well, you don't know who signed these names here, do you?

A Do I know who signed them?

Q Yes. You don't know who went around and got the signatures on these names, do you?

A I know Anne did.

Q You saw her?

A Yes.

Q And you saw the people?

A I saw a couple of them.

Q You saw the people sign?

A A couple of them.

Q You saw a couple of people sign?

A Yes.

Q Who did you see sign?

A May I see the paper?

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Q Without -- from memory.

A May I see the paper?

Q From memory, can you remember?

A I know my brother signed it.

Q For Anne Donnegan?

A Excuse me?

Q For Anne Donnegan?

A Yes.

Q You were present while he signed it?

A He told me he signed it.

Q You testified just a moment ago that you were present when people signed this --

A I was present --

Q Who was it?

A Anne and Barbara.

Q Who was it?

A Anne Donnegan and Barbara Davis.

Q Those were the only two people you were present with?

A Yes.

Q So you don't know who else solicited the signatures for the others, do you?

A I know Anne did.

Q Do you know whether Barbara Davis solicited any of these people?

A I really don't know.

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Q And, according to your testimony, Mr. Hagler had a copy of this?

A Right.

Q Right.

Is Barbara Davis still working there?

A As far as I know, she is.

Q She was very active for Local 1155 too, wasn't she?

A As far as I know.

Q All right.

She went around and spoke to people for 1155, didn't she?

A I wouldn't know.

Q You don't know?

A Well, she didn't do it near me.

Q Didn't she tell you she went around?

A Yes, sure.

Q You knew she went around and spoke to people, didn't you?

A I was not with her when she did.

Q But she told you this?

A Oh, all right. She told me.

Q When did you find out that there was a contract between Local 4 and Gloria's Manor?

A I had no knowledge of a contract.

Q You never knew there was a contract signed?

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A I never knew there was one.

Q Until this day you don't know that there is a contract signed?

A I saw one, but I don't remember when I saw it.

Q When did you see it?

A Not while I was working there; after I was discharged. I saw one.

Q Do you know what the date of the contract was?

A No, I don't recall.

Q You testified that Mr. Hagler spoke to you about your activities on behalf of Local 1155 and you could get discharged for this.

When was this? When was this conversation?

A When he first knew of the meeting.

Q Pardon me?

A When he first found out about the meeting, the first meeting I had with Mr. Morales.

Q You had a meeting with Mr. Morales?

A Right.

Q Where did this meeting with Mr. Morales take place?

A I had called Mr. Morales and Mr. Morales had come to my house.

Q And the meeting took place at your house?

A The first time I talked to him, yes.

Q And Mr. Hagler found out about the meeting that you

had with Mr. Morales at your house?

A No, the meeting --

Q Is that right? Yes or no.

A No, you are wrong, you are wrong.

Q The answer is no?

A Right.

Q All right.

Now, isn't that what you just testified; that that's the meeting --

A No.

Q -- that he found out about?

A The meeting I am referring to is the meeting where the employees had met with Mr. Morales.

Q But you already testified concerning that.

A I am telling you the meeting that I am referring to that Mr. Hagler, after he started threatening me, was the meeting that the employees had with Mr. Morales.

Q So that it was not the first meeting that you had with -- that you had with Mr. Morales at your house.

A When I say the first meeting, I considered that the first meeting with the employees.

I am not talking about the one at my house.

Q You just testified --

A I just corrected myself. I just told you --

Q Hold on.

A Okay.

Q You just testified that the first meeting that you had with Mr. Morales was at your house.

A Right.

Q These were your words, not mine.

A Okay. Fine.

Q Now, I think you testified that you solicited some employees to sign cards for Local 1155; is that correct?

A Yes, sir.

Q And how many were there?

A I have no idea.

Q One, two?

A I don't recall.

Q You don't recall?

A No.

Q It could have been one or two; it could have been --

A It could have been twenty, I don't know.

Q Twenty.

And most of this was at the boardwalk or at your house or at their house; is that right?

A Wherever we were. Not on the premises, right, right.

Q It was not on the premises of Gloria's Manor?

A Right. Right.

Q Now, on the day that you were discharged, is it your testimony that Mr. Hagler told you you were fired, and that

-- and then you left the premises, and then he called you again on another day to come in on a Thursday?

A No, sir, that was not my testimony.

Q What was your testimony?

A My testimony was that I was fired and, before I left the building, Mr. Hagler told me to come back a couple of days later, which I am pretty sure was a Thursday, to talk to him then.

Q So that on the same day that he was yelling to you -- Was he very excited when he found you in the kitchen?

A Yes, he was.

Q Was he yelling and screaming at you?

A Yes. He was carrying on.

Q Yes. He was very upset, wasn't he?

A Yes.

Q And he said, "You are through. Get out. You're fired."

A Right.

Q Right?

A Right.

Q And five minutes later he says, "Come back --"

A Not five minutes later. No, sir, I didn't say that.

Q How long --

A He said -- he had asked me to go with him into his office --

Q How long did that take?

A I must have been in there for maybe fifteen minutes.

Q Fifteen minutes you were in his office?

A Yes.

Q And in 15 minutes he said, "Okay, come back Thursday. Maybe I'll take you back."

A No. Before -- As I said, when I walked out the door, Mr. Hagler said, "I'll get in touch with my attorney, and I'll see" if it's in his best interest to have me to come back.

Q In his attorney's best interest if you came back?

A That's what he told me. That's the way I understood it.

Q You didn't think it strange?

A I didn't think anything.

Q You didn't think anything?

A No.

Q But here it is 15 minutes after he told you you were fired, he -- as you are walking out of the door, he said, "Come back Thursday; I am going to call my lawyer; maybe I'll take you back"?

A Yes.

Q That's your testimony?

A That's right.

Q Did you think Mr. Hagler a strange man?

A No.

Q So that the day of your discharge you didn't really do nothing, right; and you were discharged for nothing; that's your testimony, isn't it?

A I -- I don't understand the question.

Q The day you were discharged, you had done nothing wrong?

A The day I was discharged Mr. Hagler had told me --

Q No. Just answer the question.

A I can't give you a yes or no answer to that.

Q You don't know whether you did anything wrong?

A Well, in Mr. Hagler's eyes I did.

Q In your eyes?

A In my eyes, I didn't.

Q So on the day that you were discharged, so far as you were concerned, you did absolutely nothing wrong, and Mr. Hagler came running down 2:00 o'clock in the morning and he's yelling and screaming at you, and, so far as you are concerned, you hadn't done a thing wrong --

A As far as I am concerned.

Q -- and he said, "You are fired" --

A Yes.

Q -- right?

A Right. Right.

Q Now, let's get back to the conversation or testimony with Mr. Hagler when he pulled out the papers in his office.

A Which conversation is that?

Q The one you testified to.

A On the night I was discharged?

Q Was that the night you were discharged he pulled out all these papers?

A Right.

Q And he showed you all of these papers, and says that's the reason you are being fired; is that your testimony?

A Yes, sir.

Q Now, isn't it true that a Mr. McGary worked two nights, the same nights of the week that you worked?

A Yes, sir.

Q So, out of the four nights of the week that you worked there were two nights that a Mr. McGary also worked those nights doing the same thing that you did?

A No, he didn't do the same thing I did.

Q What did he do?

A He was a porter.

Q So he would do all of the washing up, mopping up?

A Right.

Q Vacuuming?

A Right.

Q So there were two nights you weren't doing any of this; is that right?

A Right.

Q So the only thing you had to do is make the rounds and tend the switchboard?

A True.

Q Did he bring in the furniture those nights that he worked?

A No, sir.

Q You brought them in?

A Excuse me?

Q Who brought them in?

A Nobody brought them in.

Q They remained outside?

A Yes, sir.

Q In other words, the furniture was never brought in, but it constantly remained outdoors?

A Yes, sir.

Q And that was perfectly okay with Mr. Hagler?

A When I had explained -- Yes or no?

Q Yes.

A As far as I was concerned, yes.

Q And nobody else touched the outdoor furniture?

A No, sir.

Q Did you ever receive communication or a telephone call from Mr. Hagler to return to work?

A Yes, sir.

Q When?

Q When?

A I don't recall the exact date. I don't even recall the month.

I think maybe it was around December, because I had just started --

Q Could it have been in November?

A No, it was around December because I had just started a new job.

Q In December?

A Yes, sir, somewhere around there.

Q You were working elsewhere --

A Yes.

Q -- since December?

A Yes, sir.

Q And you have been employed since that date?

A Yes, sir.

Q And Mr. Hagler called you back in December?

A Yes, sir.

Q And what did you tell him?

A I told him that I couldn't accept the position.

Q Were you supposed to, as part of security, take care of closing the gates, of doors of any kind?

A Yes, sir.

Q Tell us.

A What do you want to know?

Q What doors they were and what gates there were that you were supposed to close.

A The front door and the gates to the building.

Q Did you always do this?

A Yes, sir.

Q Each and every night you worked?

A Yes, sir.

Q Nobody ever complained to you about that?

A No, sir.

Q Do you know a Thomas Romain?

A Yes, sir.

Q What did h do?

Was he an employee of Gloria's Manor?

A Yes.

Q By the way, did you ever speak to anybody about this case before you came to testify?

A Yes, sir.

Q You did?

A Yes.

Q Who is Thomas Romain?

A Thomas Romain was the other security guard or night man.

Q Pardon me?

A The other night man.

Q Besides yourself there was another one --

A Yes, sir.

Q -- doing the same work that you did?

A Yes, sir.

Q Do you know whether he ever brought in the furniture from outside?

A I have no idea.

Q You don't know?

A No.

Q When the -- the day you were fired and Mr. Hagler came into the kitchen, did he say anything to you besides yelling at you?

A He was just yelling at me and said that I was going to be fired.

Q That's all he said? He didn't say anything else to you?

A No, sir -- well, yes, he told me the switchboard wasn't manned.

Q Did he say anything else to you?

A That's it.

Q That's it?

A Right.

Q Did he mention to you that you had left the chairs out front?

A Yes, he did, right.

Q He mentioned that?

A Yes.

Q Was he upset about that, your leaving the chairs out front?

A I don't know if it was that or the switchboard. Whichever it was, he was upset.

Q Between those two he was upset about those two things?

MR. EISENBERG: Objection, Your Honor.

I believe that characterization of Mr. Hagler is upset calls for a conclusion.

MR. SCHWARTZ: Certainly the witness --

JUDGE SARRICA: Overruled.

MR. SCHWARTZ -- can testify on that.

Q Would you answer that?

A Could you state the question, please?

MR. SCHWARTZ: Read it back.

(Pending question read by the reporter.)

JUDGE SARRICA: Do you know what he was upset about?

THE WITNESS: He just came down there screaming. He said that I was fired.

Q (By Mr. Schwartz) When he mentioned the fact that you left the chairs outside, did you say anything in reply?

A Excuse me?

Q I said, when he mentioned the fact that you had left the chairs outside, among other things, did you say anything in reply?

A No.
Q You remained silent?
A I didn't get a chance to talk.
Q You didn't say anything at all?
A I couldn't.
Q You couldn't?
A No.
Q And when he said to you that the switchboard was unmanned, you didn't say anything in reply either?
A I -- he knew about the setup, about the microphone near the switchboard --
Q No. I said to you, did he say anything to you? Did you reply to him?
A I just told you the response.
Q What?
A That the microphone was set up near the switchboard --
Q Is that what you said to him?
A Yes.
Q I thought a moment ago you told me you couldn't say anything because he was yelling at you.
A He was yelling at me, but when he asked me about the switchboard, I answered his question.
Q What did you tell him?
A I told him that the microphone was set up near the switchboard, a setup that he knew about.

Q And that's what you told him?

A Yes.

Q That's the only thing you told him about the switchboard?

A Yes, sir.

Q Pardon me?

A Yes, sir.

Q All right.

I show you the affidavit --

MR. SCHWARTZ: Can we mark this for identification, please?

JUDGE SARRICA: Respondent 1 for identification?

MR. SCHWARTZ: Yes, ma'am.

(Document above referred to marked Respondent Employer's Exhibit No. 1 for identification.)

Q (By Mr. Schwartz) I show you Employer's 1 marked for identification, and ask you if that's your signature.

A Yes, sir.

Q Do you recall giving this statement to the Board agent?

A Mr. Epifanio?

Q Yes.

A Yes, sir.

Q On November the 22nd, 1974?

A Yes, sir.

Q Right.

And at the time that you gave this statement, were the contents therein contained true?

A Yes, sir, they were.

Q Directing your attention to page 6 of your affidavit, on or about September --

JUDGE SARRICA: Excuse me.

Don't read it into the record. Show it to him.

MR. SCHWARTZ: All right.

Q I show you paragraph which starts on or about --

A Right.

Q Will you kindly read that?

A To where?

Q To here (indicating).

A You want me to read it out loud or just read it?

Q No, just read it.

MR. SCHWARTZ: I have got to read this into the record. How am I going to get a contradiction?

JUDGE SARRICA: Ask him questions on it after he has read it and --

MR. SCHWARTZ: I thought I would ask him whether he made the statement and whether --

JUDGE SARRICA: You may ask him whether he made the statement there.

MR. SCHWARTZ: But if I do -- all right.

Q Did you make this statement?

And I ask you to read from this paragraph to this paragraph (indicating).

A Okay. Fine.

Q I'm sorry --

MR. REICH: The record will never indicate what the statement is.

MR. SCHWARTZ: Yes. I mean --

JUDGE SARRICA: I know that.

MR. SCHWARTZ: I don't know how --

JUDGE SARRICA: If on his testimony he changes his testimony consistent with it or otherwise explain it, I don't need the statement.

MR. SCHWARTZ: How are we going to determine --

JUDGE SARRICA: By your questions.

Q (By Mr. Schwartz) On November 22, 1974, in your affidavit did you not tell the Board agent that Hagler came into the kitchen and yelled that I left the switchboard unmanned and the chairs were still out front?

Do you recall saying that?

A Yes, sir.

Q Do you recall telling him that I told him that the switchboard was always manned -- unmanned when I made rounds.

Is that what you recall, making that statement?

A No -- yes. .

Q And that I did not bring the chairs in since the place he wanted me to put them blocked the fire door.

Do you remember making that statement to the Board agent?

A I would like to explain.

Q No. Do you remember making that statement to the Board agent?

A Yes, I do recall.

Q And at the time that you made it were the contents of the affidavit true?

A Yes, sir.

MR. SCHWARTZ: I have no further questions of this witness.

JUDGE SARRICA: Are you ready?

MR. REICH: Yes, ma'am.

JUDGE SARRICA: Thank you.

CROSS-EXAMINATION

Q (By Mr. Reich) Mr. O'Toole, when did you first learn of the existence of a contract between Local 4 and Gloria's Manor?

A As I said, I don't recall which month it was, but it was after I was discharged.

Q Never knew anything about a contract before you were discharged?

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A No, sir.

Q Never heard about a contract before you were discharged?

A No, sir.

Q You are sure of that?

A Positive.

Q You are as positive of that as you are of all your other testimony?

A I said yes.

Q Now, I show you General Counsel's Exhibit 2 in evidence, and ask you to look at that and tell me whether you signed that paper before or after you were discharged (handing document to witness).

A I signed this before I was discharged.

Q I show you General Counsel's Exhibit 3 in evidence, and ask you whether you put your name on that paper before or after you were discharged (handing document to witness).

A Before.

Q Now, when you signed these papers, referring to General Counsel's Exhibit 2 and 3, did you know what you were signing?

A Yes, sir.

Q Someone explained what this was all about?

A Yes, sir.

Q Who was that someone?

A Anne Donnegan and her husband.

Q They explained this to you?

A Yes, sir.

Q Did they prepare this paper?

A May I see them again, please?

Q Yes -- these papers, both of them (handing documents to witness).

What's the difficulty, Mr. O'Toole?

A No difficulty. It's the way it's -- I am having trouble reading it because the printing isn't too good.

Q You are having trouble reading the print on there?

A Yes.

I got this one.

Q You read them before, however, didn't you?

A Yes. It's been a long time since I seen them.

Q But at the time you signed them you read them, didn't you?

A Yes.

Q I didn't hear you, sir.

A Yes, sir.

Q You knew what you were signing, didn't you?

A Yes.

Q Do you want to look at the copy again to refresh your present recollection?

A No. I'll read this one now.

Q Certainly.

JUDGE SARRICA: May I see the extra copies?

MR. REICH: These were substituted.

JUDGE SARRICA: Yes, but we need two.

MR. EISENBERG: I believe I gave the extra copies to you and Mr. Schwartz.

JUDGE SARRICA: The reporter has to have two.

MR. EISENBERG: Oh, he does?

JUDGE SARRICA: Yes.

MR. EISENBERG: I don't have an extra copy.

JUDGE SARRICA: Of all exhibits.

MR. EISENBERG: I don't have an extra copy at this time.

JUDGE SARRICA: I wouldn't interfere with your cross.

MR. REICH: That's all right.

I have copies.

JUDGE SARRICA: All right. Thank you.

Q (By Mr. Reich) You've looked at them now?

A Yes, sir.

Q You still say that you signed both these papers before you were discharged?

A Yes, sir.

Q And your testimony still is that you never heard of a collective bargaining agreement between Local 4 and Gloria's Manor until after you were discharged?

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A Right.

Q Now, when you signed these papers --Anne asked you to sign them, you said?

A You want a yes -- yes, right, after I read them.

Q Do you know who prepared them?

A I am not sure who prepared them, no.

Q Did Anne tell you who prepared them?

A I don't recall.

Q You don't recall that at all?

A No, I don't.

Q Neither one of them?

A I don't recall.

Q All right.

You knew when you signed it that you were asking that a proceeding be started at this Board to rescind union security provisions in a collective bargaining agreement between Local 4 and your Employer, that you knew, did you not?

A Well, I can't answer that yes or no.

I can give you an explanation to that.

Q You --

A I can give you an explanation -- May I explain?

Q Mr. Witness, will you please answer my question?

You read these papers, you said.

A Yes, sir.

Q You signed these papers, you said.

A Yes, sir.

Q You signed them knowing what you had read; is that right?

A I had signed those papers under the idea that we had no contract, but we had filled out the cards -- what do you call them? -- authorization cards for Local 4.

And I was under the impression that that was to rescind the cards, because I had no knowledge of a contract.

Q Well, but you are talking here of the authority of your Employer --

A Right.

Q -- and Local 4 to do certain things.

You read that, did you not?

A Well, I just explained --

Q No. Please answer my question.

You read that, didn't you?

A I guess I didn't understand it then.

Q I see.

So you didn't understand it when you signed this in August; is that right?

A As I said, I signed it under the idea that it was to resincd the cards, because I had no knowledge of a contract.

MR. REICH: Move to strike the answer as not responsive.

JUDGE SARRICA: Strike it.

Q (By Mr. Reich) You didn't understand what this meant when you signed it on or about August the 19th?

By "this," I am referring to General Counsel's Exhibit 2.

A That's what I answered.

Q And you didn't understand it when -- in September when you put your name on General Counsel's Exhibit 3; is that right too?

A That's right.

Q I didn't hear you, sir.

A Yes, sir.

Q You didn't understand it?

A No.

Q Do you sign papers that you don't understand as a rule?

A I had explained to you the reason I signed the paper.

MR. REICH: Move to strike that answer as not responsive.

JUDGE SARRICA: Let it stand.

Q Do you as a rule sign papers that you don't understand, Mr. O'Toole?

A I just answered your question.

Q No, you didn't, sir.

Please give me a yes or no answer.

Board?

A I don't even know anything about Region 29.

Q Well, you are a lucky man.

MR. REICH: I ask counsel for General Counsel to stipulate or state for the record whether or not the Regional Director of Region 29 or any other person connected in any fashion with this Region furnished copies of General Counsel's Exhibits 2 and 3 to the Employer in these proceedings on or prior to September 23, 1974.

MR. EISENBERG: Mr. Reich, to the best of my knowledge, and I will be willing to stipulate that, counsel for the General Counsel did not submit copies of that document to any of the parties here.

But I would also state for the record that -- that we're not taking the position -- we do not know --

MR. REICH: I am not asking for an argument.

MR. EISENBERG: Concerning if there were any copies or anything else, we did not furnish copies of either of those two documents, the originals of those documents to any party.

MR. REICH: May I also have from you an acknowledgment of the fact that the practice is not to furnish to parties proof of interests before there is any election conducted or at any time?

MR. EISENBERG: You may, Mr. Reich.

things you recall rather vividly; is that true, Mr. O'Tolle?

A Yes, sir.

Q Now, do you remember when was the first time that you ever -- withdrawn.

Do you remember ever attending any meetings, Local 4 meetings?

A Union meetings at the union hall or --

Q No, I mean with employees of Gloria's Manor.

A Yes, sir.

Q With a representative of Local 4?

A Yes.

Q How many such meetings do you remember attending.

A I recall one meeting that was with Mr. Gordon in July.

Q That's the last time you saw him?

A Yes, sir.

Q Where did that meeting take place?

A In the dining room of Gloria's Manor.

Q And was a shop steward elected at that time?

A No, sir.

Q Who was present at that meeting, if you recall?

A I don't recall who was working that day.

I know Barbara was there, Barbara Davis; a woman -- I don't remember her -- Grace, I think her last name was Rausch. I am really not sure of her last name.

I really don't -- there were -- I'd say there were about six people, maybe seven people there.

Q Was there any talk about dues at that meeting?

A Yes, sir.

Q Who did the talking about dues?

A I think -- I am pretty sure it was Barbara, Barbara Davis.

Q Did Mr. Gordon say anything?

A He told us that -- Do you want me to tell you what he told me?

Q No.

A Did he say anything about dues? Yes or no.

I don't recall him saying anything about dues.

Q Was there any talk about initiation fees at that meeting?

A Yes, sir, there were.

Q Did Mr. Gordon say anything about initiation fees?

A He said that, because the place was new and the members were just coming in, there wouldn't be any initiation fee for the members.

Q For what members?

A The members who were present at that meeting.

Q For how long?

A He said there was no initiation fee at all.

Q They would never have to pay --

A An initiation fee.

Q That's what I am talking about, an initiation fee.

A Yes, sir.

Q For anyone who joined at that time?

A Yes, sir.

Q Was there any talk about initiation fees for anyone who joined the union at a later time?

A No, sir.

Q That wasn't discussed at all?

A No, sir.

Q Was there any talk about how much the initiation fee was?

A No, sir.

Q Was there any talk about how much the dues were?

A No, sir.

Q The amount wasn't mentioned, of the dues?

A I don't recall any.

Q To the best of your knowledge, you never heard the amount mentioned?

A Right.

Considering union dues -- concerning union dues?

Q That's what I am talking about.

A Yes.

Q Do you presently live at 5422 Beach Channel Drive?

A No, sir, I don't.

Q Did you ever live there?

A Yes, sir, I did.

Q Until when?

A Two weeks ago.

Q From when?

A Three years.

Q You were living there at the time you were discharged?

A Yes, sir.

Q And youwere living there at the time that you gave a statement to the Board agent --

A Yes, sir.

Q -- on the 22nd of November 1974?

A Yes, sir.

Q And you were living there October -- October the 23rd of 1974, were you not?

A Yes, sir.

Q Do you remember receiving a telegram from Local 4 on October the 23rd, 1974, advising you that an arbitration hearing was scheduled to be held on October the 25th?

A No, sir.

Q I show you this paper and ask you if that refreshes your recollection with respect to the receipt of such a telegram (handing document to witness).

JUDGE SARRICA: Will you please submit it first to counsel as a matter of courtesy?

MR. REICH: All right.

It was just to refresh the recollection of the witness.

(Mr. Reich hands document to Mr. Eisenberg.)

MR. EISENBERG: Thank you, Mr. Reich.

JUDGE SARRICA: Will you have it marked for identification?

MR. REICH: Yes, Your Honor.

May this be marked Respondent Union's Exhibit 1 for identification, please?

(Document above referred to marked Respondent Union's Exhibit No. 1 for identification.)

Q (By Mr. Reich) I show you Respondent Union's Exhibit 1 for identification, and ask you if you ever saw that or the original of it before (handing document to witness).

A No.

Q Do I understand by your answers to mine that you never received the telegram on or about the 23rd of October advising you of this arbitration proceeding; is that what you are testifying to?

A Yes, sir.

MR. REICH: May we go off the record?

JUDGE SARRICA: Off the record.

(Discussion off the record.)

JUDGE SARRICA: Back on the record.

Q (By Mr. Reich) Mr. O'Toole, when did you first meet Mr. Morales?

A The first time I met him?

Q That's my question.

A A while ago -- maybe two years ago.

Q Two years ago from now, 1973?

A Maybe about that time.

Q So you knew Mr. Morales before you went to work for Gloria's Manor?

A I didn't know him. I've heard of him.

Q You met him before you went to work for Gloria's Manor, did you not?

A Right. I met him, right.

Q And where did you meet him?

A Through another nursing home that I worked for.

Q And were you a member of 1115 at that time?

A Yes, sir.

Q And was he -- by "he," I mean Morales -- servicing that nursing home?

A No, sir.

Q But he came in there in the course of his 1115 operation; that's how you met him?

A No, sir.

Q How did you meet him?

A He was with another business agent there.

Q And did you speak to him?

A I said hello to him. He introduced himself, said he was from the union.

Q And from that time until the time you went to work for Gloria's Manor how many times did you see Mr. Morales?

A I didn't see him after that.

Q Pardon?

A I haven't seen him -- I didn't see him after that.

Q After what?

A After that time when I met him.

Q Only the one time?

A Right.

Q Now, there came a time when you called Mr. Morales, did there not?

A Yes, sir.

Q Where did you call him?

A I left a message at his office.

Q You called his office?

A Yes, sir.

Q You knew the number?

A I had got it from a friend that works in another nursing home that 1115 represents.

Q And you had a telephone conversation with him, with Mr. Morales, that is?

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A Yes, sir.

Q Where were you when this telephone conversation took place?

A I called him from my house.

Q You left -- you left a message for him to call you?

A Yes, sir.

Q When you called he wasn't there; is that right?

A Yes, sir.

Q So you left a message for him to call you back; is that right?

A Yes, sir.

Q And did he call you back?

A Yes, sir.

Q Where did he -- where were you when he called you back?

A My house.

Q That's the number that you had left, your phone number?

A Yes, sir.

Q And you had a conversation with him when he called you back?

A Yes, sir.

Q You recognized his voice?

A Yes, sir.

Q You told him who you were?

A Yes, sir.

Q You told him where you were working; is that right?

A Yes, sir.

Q And you told him what the conditions there were, the working conditions, wages, hours, holidays, vacation?

A Right.

Q Whatever was involved.

A Yes, sir.

Q You told him all this?

A Yes, sir.

Q What did you tell him about wages?

A I told him that we were working for 2.50 an hour, most of the time we weren't getting paid for the overtime, and that the workers were unhappy with it.

Q What did you tell him about vacations?

A That we didn't have one.

Q How long had you been working at the time that you had this conversation with him?

A Since April.

Q And when did you have the conversation?

A July.

Q So from April to July, during that three-month period, you hadn't had any vacation --

A No, sir.

Q -- is that it?

A Right.

Q And you complained to him about that, to Mr. Morales?

A No, sir, I complained to Mr. Morales that we didn't have a contract.

Q I am not asking you that.

A I told you -- you asked me what I complained about. That's what I complained about.

Q Please listen to me. I think you are intelligent enough to understand my questions.

If you have difficulty in understanding my questions, please let me know and I'll try to frame them so they're understood.

A Yes, sir.

Q So far I've asked you whether you told him or complained to him about hours, wages, vacations; and you answered yes to all these things; is that correct?

A Yes, sir.

Q All right.

Now I've asked you what you discussed with him with respect to wages; and you told me -- you said you were working for 2.50 an hour and getting no overtime.

A Right.

Q Now I am asking you what you discussed with him about vacations; and you told me that you told him that you weren't getting any vacations, or hadn't gotten any vaca-

tions; is that right?

A Yes.

Q That is right?

A Right.

Q Now, you also told me that you had been working there at the time of this conversation a total of some three months; is that correct?

A Yes, sir.

Q And you told him that no vacations had been given to you?

A I didn't ask for a vacation -- yes, I told him that. Yes, I told him.

Q Did you or didn't you?

A Yes, I did.

Q So a moment ago when you said, "I didn't tell him about vacations," that was a mistake; is that right?

A I say that I told him about --

Q Just now when you changed your answer, that was a mistake, the first portion of it when you said, "I didn't tell him about vacations"?

A I didn't get a chance to explain what I was going to say. It's not a mistake. I didn't get a chance to explain.

Q That wasn't a mistake?

A No, sir.

Q It's true you didn't tell him anything about a vacation, is it?

A I had mentioned to him about vacations, right.

Q You did speak to him about vacations?

A Yes, sir. Yes, sir.

Q So when you said that you didn't mention anything about vacations, that wasn't true; is that right?

A As I said, you cut me off before I could explain what I was going to say.

Q Did you say -- withdrawn.

Did you at one time within the past two minutes say you had spoken to Mr. Morales about vacations at Gloria's Manor? Yes or no. Did you say that --

A Right.

Q -- in the past minute or two?

A Yes, sir.

Q Did you also within that same time period, within the past minute or two say that you had not spoken to Mr. Morales about vacations? Yes or no.

A As I said, you cut me off before I could finish my explanation.

Q Did you make that statement?

JUDGE SARRICA: The record will reflect what he has said.

Q What did you say to Mr. Morales about vacations in

this telephone conversation?

A I said that we -- we didn't have a contract, we didn't have any benefits at all, and, as far as I was concerned and the employees were concerned, we weren't getting any satisfaction from Local 4.

MR. REICH: Move to strike the answer as not responsive.

The question was directly and specifically directed to vacations.

JUDGE SARRICA: Sustained.

Q (By Mr. Reich) Now, Mr. Witness, I am going to ask you again, what, if anything, did you say to Mr. Morales about vacations?

A I don't recall.

Q Do you recall whether you said anything to him about vacations?

A I mentioned something to him about it, but I don't recall exactly what it was.

Q Did you mention anything to him about holidays?

A I mentioned -- I mentioned to him about the contract in general.

MR. REICH: I move to strike as not responsive.

THE WITNESS: That's part of it.

MR. REICH: I will withdraw my motion.

May I have that answer read back?

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(Portion of record read by the reporter.)

Q (By Mr. Reich) Now, I ask you specifically: Did you mention to him anything about holidays?

A I don't recall.

Q Specifically, did you mention anything to him about hours of employment?

A Yes, about hours, yes.

Q Now, tell me specifically what you told him about hours?

A That there were times when we worked overtime and we didn't get paid for them.

Q And you also talked to him about the wage scale, 2.50 an hour, I think you said?

A Yes, sir.

Q Anything else you remember talking to him about in that telephone conversation?

A And that we didn't have a contract.

Q A moment ago you said you spoke to him about the contract as a whole --

A No, I -- I -- I made a mistake when I made that statement.

Q That was a mistake?

A Yes. I -- I -- I got confused.

I mentioned to him that we were working without a contract.

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Q You told that to him?
A Yes, sir.
Q Did he ask you whether you had a contract?
A Excuse me?
Q Did he ask you if you had a contract?
A I told him that we were working without one.
Q Did he ask you whether there was a contract?
A No. I told him.
Q Did he ask you if there was a union?
A Yes, sir.
Q And what did you tell him about that?
A That we had signed authorization cards for Local 4 and, as far as we knew, there was no contract.
Q Did you tell him who had signed authorization cards?
A Name by name? I just said the employees that were working.
Q Did you indicate how many of the employees had signed authorization cards?
A Yes, sir.
Q And, if you remember, what did you tell him about that, how many had signed?
A I said maybe ten, maybe fifteen.
Q And how many were working there at the time?
A About that many.
Q In other words, every employee had signed an author-

ization card, you told him?

A As far as I knew, yes.

Q That's what you told him?

A Yes, sir.

Q When did you say this conversation took place?

A July.

Q What part of July?

A I'd say about the beginning of July.

Q Before or after you last saw Bob Gordon?

A This was after I saw Mr. Gordon.

Q And, as a result of that conversation, did you arrange to see or to meet with any representative of Local 1115?

A Yes, sir.

Q Who did you meet with?

A Mr. Morales.

Q And this was at the restaurant?

A Yes, sir.

Q Did you eat there on that occasion?

A Yes, sir.

Q All the employees ate there who were there at the meeting?

A Not everybody, no. Not everybody, no.

Q How many ate there?

A I had something to eat. Maybe two of us.

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Q Who picked up the check?

A We paid for ourselves.

Q 1115 didn't pay for your meal?

A I said we paid for ourselves.

Q I am asking you whether --

A All right. No.

Q No?

A No.

Q And did you sign cards for 1115 at that time?

A Yes, sir.

Q Were you advised at that time to file any sort of a petition?

A We -- we had discussed it, right.

Q Who discussed it?

A The members of Local 4, all the people that were at the meeting went about different ideas --

Q In the restaurant?

A We talked about it before we got to the restaurant.

Q I am talking about the meeting at the restaurant.

A We discussed it there too.

Q You discussed it there too?

A Yes.

Q Who entered into this discussion, if you remember?

A Barbara Davis, Anne Donnegan, and myself.

Q Just you three?

A And the other employees that were there.

Q How many Local 1115 officials or representatives were there?

A Just Mr. Morales.

Q He said nothing about this? He didn't enter into this discussion at all?

A Well, we had made up our mind before the meeting --

Q I am not asking you that, sir. Please answer my question.

Did he say anything about any petition at that meeting, Mr. Morales?

A Not that I recall.

Q Just you three employees spoke about petitions?

A I said us three and the other employees that were there. We were the main ones on the petition.

Q At this meeting --

A Yes, sir.

Q -- Mr. Morales said not a word about a petition?

A Mr. Morales suggested to us about the benefits and everything in his union.

MR. REICH: Move to strike that; not responsive.

JUDGE SARRICA: Strike it.

Please respond directly to the questions, and don't volunteer other information.

Q (By Mr. Reich) We're still back in the back room

Q Didn't refer to that at all?

A No, sir.

Q Did he mention Local 4 at all?

A No, sir.

Q Was that the first time since you started working at Gloria's Manor that you met Mr. Morales face to face?

A No, sir.

Q You had met him prior to that time while working for Gloria's Manor?

A Yes, sir.

Q When was that?

A When I had got in touch with him and he had come to my house to discuss -- to discuss 1115.

Q When was that?

A In July.

Q How long before the meeting at the restaurant?

A Maybe a week.

Q Who was at your house besides you and Mr. Morales?

A My sisters.

Q Pardon?

A My sisters.

Q Then -- they weren't employees of Gloria's Manor, were they?

A You asked me who; I said who.

Q That's correct. I am glad I am getting responsive

answers.

Anyone besides your sisters?

A No.

Q Did your sisters participate in this conversation?

A No.

Q So you and Mr. Morales were talking?

A Yes, sir.

Q At that time did you -- did Mr. Morales talk about Local 4?

A No, sir.

Q Did he mention Local 4 at all during that conversation in your house?

A That he had knowledge of Local 4.

Q I didn't ask you that.

A All right.

Yes.

MR. REICH: I move to strike it.

A Yes, yes.

Q He did mention Local 4?

A Yes.

Q What did he say?

A He just said he had knowledge of Local 4.

Q That's all he said?

A Yes.

Q Didn't mention Local 4's contract conditions?

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A Not that I recall.

Q After this meeting at your house you next saw him at the meeting in the restaurant?

A Yes, sir

Q After the restaurant when did you next see Mr. Morales?

A I don't recall when.

Q Approximately.

A I don't recall.

Q Was it still while you were employed at -- at Gloria's Manor, or was it after your employment terminated?

A I am really not sure.

Q Besides Mr. Morales during this period that we just covered, being the period of your employment at Gloria's Manor, did you speak to any other representative of Local 1115?

A No, sir, I didn't.

Q So that, to the best of your recollection, at no time did Mr. Morales talk about Local 4's contract or Local 4's conditions in this or any other home?

A That is correct.

Q And at no time, to the best of your recollection, did Mr. Morales suggest that a petition of some kind be filed with the National Labor Relations Board?

A Not to my recollection.

Q Despite this, however, on August the 19th you signed

a paper, did you not, authorizing Local 1115 to file a petition with the National Labor Relations Board to rescind the union security provisions in a contract between Local 4 and your employer; isn't that true, sir, referring to --

A I did sign the paper, yes.

Q -- referring to General Counsel's Exhibit 2 in evidence.

A I did sign the paper.

Q You signed it?

A Yes, sir.

Q And that paper was not to authorize 1115 to go ahead and file such a petition; is that right?

A That's what the paper says.

Q And that's what you intended by signing your name?

A Well, the intention -- you want the intention?

Q Your intention.

A In a yes or no answer, or my intention?

Q Well, you signed this paper.

A You want my intention?

My intentions were to go about the process to get an election into the place, into Gloria's Manor so -- that was the only intention that I had.

Q Get an election by who?

A The National Labor Relations Board.

Q Exactly.

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A Right.

Q So it was your intention to ask the National Labor Relations Board to do something; is that right?

A Yes, sir.

Q Or was it your intention to ask Local 1115 to do something with the National Labor Relations Board; was it not?

A It was my intention to ask the National Labor Relations Board.

Q You read this paper, did you not?

A Yes, sir.

Q And at the time that you signed it, you knew what it said, did you not?

At that time did you know what it said without looking at it now, Mr. Witness?

A Could you say the question again?

Q At the time you signed your name to it, you read it, did you not?

A Yes.

Q You knew what it said then, did you not?

A Yes.

Q Look at it now to refresh your recollection, and then tell me whether it purports to authorize 1115 to go to the Board (handing document to witness).

A Yes, sir, it does.

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Q And yet up to the moment that you put your signature on there, no representative of 1115 had ever discussed with you filing any petition or going to the Board?

That is your testimony, is it not?

A With me, no.

Q Is that your testimony?

A Yes, sir.

Q And that's as true as everything else that you testified to here today --

A Yes, sir.

Q -- and yesterday?

A Yes, sir.

MR. REICH: No further questions.

MR. SCHWARTZ: I have just one question.

JUDGE SARRICA: Will you concede for a question at this time from Respondent's attorney?

MR. EISENBERG: I will, Your Honor.

JUDGE SARRICA: Thank you.

MR. SCHWARTZ: Thank you.

JUDGE SARRICA: You may proceed.

CROSS-EXAMINATION

Q (By Mr. Schwartz) Mr. O'Toole, did you ever work overtime?

A Yes.

Q When?

A Yes, sir.

Q And I ask you again were there times that you worked overtime and did get paid time and a half?

A Yes, sir.

MR. SCHWARTZ: No further questions.

JUDGE SARRICA: Does that bring up anything?

MR. EISENBERG: I have nothing.

JUDGE SARRICA: Okay. You are excused.

THE WITNESS: Thank you.

JUDGE SARRICA: Thank you.

(Witness excused.)

JUDGE SARRICA: Proceed.

MR. EISENBERG: General Counsel at this time calls Marry Abernethy to the stand.

JUDGE SARRICA: Raise your right hand.

Whereupon,

MARY ABERNETHY

was called as a witness by and on behalf of the General Counsel and, having first been duly sworn, testified as follows:

JUDGE SARRICA: Be seated.

DIRECT EXAMINATION

Q (By Mr. Eisenberg) Is it Mrs. Abernethy?

A Yes.

Q For the record, Mrs. Abernethy, will you please state

your name, and spell it, and give your address?

A My name is Mary Abernethy, spelled A-b-e-r-n-e-t-h-y, 241 Beach 119th Street, Rockaway Park.

Q Mrs. Abernethy, did you work for Gloria's Manor?

A Yes, I did.

Q When were you hired?

A In August 1974.

Q Did there come a time when you were discharged from employment?

A Yes.

Q Can you tell us when that was?

A March 3, 1975.

Q What was your job?

A I was a chambermaid.

Q Can you briefly describe what your duties as a chambermaid was?

A I had to make beds, change linens, do personal laundry, do management's apparel, carry trays to sick people in bed, and on occasions wait on tables in the dining room.

Q Who hired you?

A Mr. Hagler.

Q How many days a week did you work?

A In the beginning, six; and then, a later period, only five.

A No.

Q -- or fill out any forms at that time?

A No.

Q Did Mr. Hagler say anything to you when you spoke to him?

A He only spoke to me very briefly, and he asked another girl to show me what to do.

Q Did you have occasion to speak to Mr. Hagler about anything shortly thereafter?

A I don't recall.

Q You have exhausted your recollection about conversations with Mr. Hagler at the time you were hired?

A No, that is not my complete conversation with Mr. Hagler at the time I was hired, at the time I was interviewed for the job.

Q Can you tell us what Mr. Hagler said to you at the time you were interviewed for the job?

A Yes, I can.

Q Would you please do so?

A He said at the time that there were --

Q A complete description of what was said to you, please, in total, as best as you can remember.

A It was in the front lobby, like I said.

He said at the moment that there were no positions available, but he was interviewing myself and somebody else

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at the same time.

But he said as soon as he had a position available, that he would call us up.

At that time also he spoke to us about the fact that he was having --

Q Was he speaking to you alone?

A No, he interviewed two people, I said, at the same time.

Q I see.

A He said at the present time that he was having labor troubles in his house.

He went on to say that one union was there -- I don't recall if he mentioned it -- another one was trying to get in.

And he said frankly he didn't care which one was in or he didn't care if we joined the union or not.

Q Did he name either of these unions?

A Not that I recall.

MR. SCHWARTZ: I'm sorry. I didn't catch the answer, please.

(Portion of record read by the reporter.)

Q Did he name either of these unions?

A Not that I can recall.

Q Did you ask him anything about membership, union membership in any way at this conversation?

A I recall saying that I wasn't interested in any union, that I just needed money.

Q Did he reply to that?

A He said I didn't have to join a union if I didn't want to.

Q Now, did there come a time when you heard the names of any union?

A Yes.

Q Now, what names of unions did you hear?

MR. REICH: Objected to as immaterial, irrelevant, and incompetent.

She might have heard the names of a thousand unions. If she looks at the newspapers, she would run across the names of unions every day.

JUDGE SARRICA: Limit in relation to the job.

Q (By Mr. Eisenberg) Did you hear the names of any unions while you were working at Gloria's?

A Yes, I did.

Q Can you tell us what the names of those unions were?

MR. REICH: Objected to. It's immaterial, irrelevant, and incompetent.

JUDGE SARRICA: Overruled.

THE WITNESS: May I answer?

JUDGE SARRICA: Yes, you may.

A Local 4 and Local 1115.

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A It was sometime in October.

Q All right.

Did there come a time during the course of your employment at Gloria's Manor when you were notified that certain monies were being taken out of your pay that had not been done so previously?

A Yes.

Q Can you tell us the month when you first started noticing this?

A In the month of October.

Q And what did you notice about a different deduction in October?

A I noticed the $6 had been taken out of my pay.

Q How did you know that?

A I received a pay stub with listed deductions on it.

MR. EISENBERG: I ask that the five pay stubs -- five pay stubs be marked as General Counsel's Exhibit No. 4-A, -B, -C, -D, -E in evidence -- not in evidence, for identification.

JUDGE SARRICA: Thank you.

(Documents above referred to marked General Counsel's Exhibit No. 4 for identification.)

JUDGE SARRICA: Before you show them to the witness, give counsel the courtesy of seeing them.

MR. EISENBERG: Yes, Your Honor (handing documents

MR. REICH: Oh, I am not questioning their authenticity at all.

As a matter of fact, there is one which doesn't bear a date, and I will stipulate that was --

THE WITNESS: I was just going to mention that.

MR. REICH: -- that's probably the month of December, isn't it?

THE WITNESS: Possibly.

The others have January, February, October, November, and then this one is blank.

Q (By Mr. Eisenberg) And you received those pay envelopes during the course of your employment?

A Yes, I did.

MR. SCHWARTZ: We will stipulate to that then.

If he wants to offer them in evidence, we have no objection.

MR. EISENBERG: I will accept that, Mr. Schwartz, and offer them in evidence as General Counsel's Exhibit 4-A through -E.

JUDGE SARRICA: All right.

General Counsel's Exhibits No. 4-A, -B, -C, -D, and -E are received.

(Documents above referred to marked General Counsel's Exhibit No. 4 in evidence.)

MR. SCHWARTZ: Are we off the record?

JUDGE SARRICA: No.

MR. SCHWARTZ: Can we go off the record?

JUDGE SARRICA: We will.

Off the record.

(Discussion off the record.)

JUDGE SARRICA: On the record.

Q (By Mr. Eisenberg) I show you again General Counsel's Exhibit 4-A.

Did you testify that was the first thing any -- saw with respect to any additional deduction from your pay that had not been deducted previously?

A Yes.

Q Did you know at the time you received the envelope what that deduction was?

A Not positively, no.

Q Did you ask anybody about it?

A Yes.

Q Who did you ask about it?

A I asked Bobby the bookkeeper; I can't recall her last name.

Q Can you recall what you said to her and she to you?

A I said, "Bobby, what's the $6 for?"

And she said, "It's union dues."

Q Did you say anything else to her?

A I said, "Why union dues? I didn't sign anything."

So, she said, "Well, everybody had it taken out."

Q Had you in fact ever signed any document authorizing anyone to deduct union dues from your pay?

A No.

Q Had you ever been asked to sign such a document before you received that pay envelope?

A No.

Q Was the receipt of that October pay envelope the first time that dues were deducted from your pay during the course of your employment?

A Yes.

Q How much union dues were deducted from your pay?

MR. SCHWARTZ: Objected to.

The exhibit speaks for itself.

JUDGE SARRICA: Sustained.

Q (By Mr. Eisenberg) Was union dues in the amount of $6 deducted from your pay --

MR. SCHWARTZ: Same question; same objection.

JUDGE SARRICA: Is the question complete?

MR. EISENBERG: No, it's not.

MR. SCHWARTZ: I withdraw my objection.

JUDGE SARRICA: Thank you.

Q -- in November?

MR. SCHWARTZ: Same objection.

A Yes.

MR. SCHWARTZ: Same objection, Your Honor: the exhibit speaks for itself.

JUDGE SARRICA: Sustained.

Q Prior to the time dues had been deducted from your pay the first time, had you ever spoken to Mr. Hagler about dues in any way?

A No.

Q Had you ever spoken to any Local 4 delegates about dues in any way?

A No.

Q Did you ever meet any Local 4 delegates at any time?

A Yes.

Q Can you tell us when the first time was that you met a Local 4 delegate?

A I think it was in November of 1974.

Q Where were you when you met a Local 4 delegate?

A I was in the dining room of Gloria's Manor.

Q Were other people in the dining room with you?

A Yes.

Q Could you tell us who was in the dining room?

A Well, I'd say all the employees who were working on that day.

Do you want me to name them?

Q No, that's sufficient.

Any Local 4 delegates present?

A Yes.

Q How many?

A One.

Q Did that Local 4 delegate identify himself?

A He introduced himself.

Q And did he give his name?

A He gave his name.

Q Can you tell us how he introduced himself?

A I think he said, "I am Mr. Guliano --"

Q Would that be Mr. Gulino?

A Gulino. That's Mr. Gulino.

Q How did you happen to be in the dining room at this time with all the other employees?

A We were notified that a union meeting was being held.

Q And who notified you of this?

A Evelyn O'Connor.

Q Is Evelyn O'Connor an employee?

A Yes.

Q What did she say to you to advise you of the meeting?

A She said that a meeting was being held in the dining room.

Q Did anybody else tell you that a Local 4 meeting was being held?

A No.

Q You don't recall if anybody else told you if Local 4 --

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MR. SCHWARTZ: Objected to.

MR. REICH: Objected to.

She testified that nobody else told her.

JUDGE SARRICA: Sustained.

Q (By Mr. Eisenberg) You were present at the meeting; is that correct?

A Yes, I was present at the meeting.

Q This is the first meeting, you were present at the first meeting?

MR. SCHWARTZ: Objection.

He's asked her this question. She answered it. How many times doe he want to answer it, unless he is not happy with the answer.

He is trying to make her change it; I think that's irregular.

JUDGE SARRICA: Overruled.

Q I direct your attention to the first meeting you ever were present at --

MR. EISENBERG: I will withdraw my question.

JUDGE SARRICA: Please.

MR. EISENBERG: Okay.

Q Do you remember what time of the month this meeting occurred at?

Was it late November, early November?

A I think it was the middle of November.

Q Now, did you say anything at this meeting?

Well, first -- I will withdraw the question.

Did Mr. Gulino say anything at this meeting?

A Yes, he did.

Q Can you tell us what he said

A At this meeting we were discussing benefits and also why union dues were being taken out of our salary without us having given him any authorization to do so.

MR. REICH: I move to strike the answer, and I ask that the witness -- Have the question read back. The question calls for a statement which was made by Mr. Gulino, not a characterization of the --

JUDGE SARRICA: May I hear the question again?

(Portion of record read by the reporter.)

MR. EISENBERG: Might I rephrase the question, Your Honor?

JUDGE SARRICA: You are withdrawing that question?

MR. EISENBERG: I will withdraw that question.

JUDGE SARRICA: All right.

Then we will strike any response to it, and you will start over.

Q (By Mr. Eisenberg) Did you say anything to Mr. Gulino and did Mr. Gulino say anything to you at this meeting?

A Yes.

Q Could you tell us what you said to him and what he said to you?

A I wanted to know why $6 had been taken out of my pay without proper authorization; and, if it was going to be taken out, I would like a union identification card.

Q Did he say anything to you?

A He said, "Forget about the -- that particular matter at the moment," that he had other things he wanted to get to.

Q And did he discuss other things?

A Yes, he did.

Q Can you tell me what he discussed, to the best of your recollection?

A He discussed at this meeting Local 1115, and he said that as long as we were, as he thought, meeting with a Local 1115 that he was in no position to bargain for us, and because also at that meeting we elected a shop steward.

Q There was a shop steward elected at that meeting?

A There was one dethroned and one elected, however you want to put it.

MR. SCHWARTZ: I didn't get that answer.

THE WITNESS: One we --

MR. EISENBERG: Please let the reporter read it back, please.

(Last answer read by the reporter.)

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Q (By Mr. Eisenberg) Who was elected?

A Kate Curry.

Q Who was the previous shop steward?

A Evelyn O'Connor.

Q Now, you mentioned that Mr. Gulino said something about Local 1115.

A Yes.

Q Can you tell us what Mr. Gulino said about Local 1115?

A That he was in a bad bargaining position for us with Local 4 if we were still going to be fooling around with Local 1115.

Q Did he say anything else about Local 1115?

A Yes.

He wanted the employees to sign a petition that we would have nothing further to do with Local 1115.

Q Did you or anyone else respond to this suggestion at this meeting?

A Yes.

Q Did you respond or did someone else?

A I don't if I responded or somebody else. But he did get a response.

Q Do you know what the response was at that meeting?

A Yes.

Q Could you tell me what that was, please?

A We agreed that we would sign this petition if he was

going to bargain for us in good faith.

Q Was any document given by him at this meeting?

A No.

We requested -- we made a request --

Q What do you mean, we? Do you know who made the request?

A I think Kate Curry was the one who made the request, and she wanted a document written on Local 4 letterhead.

Q She told that to Mr. Gulino at the meeting?

A Yes, stating exactly what it was that he wanted the employees to sign.

And she said she would have signed for him.

MR. REICH: Your Honor, I am sitting by in the hope, rather than make objections, that we'd come to an end of this quickly and save time, but apparently that hope is about to be shattered.

Under these circumstances, I move to strike this entire line of testimony, and object to any further continuance of it as being utterly irrelevant to the issues here.

The issues with which we are concerned is, as I understand it, whether or not these employees were properly discharged under a union security arrangement, not whether or not Local 4 bargained or did not bargain properly or to the satisfaction of these employees during the

MR. SCHWARTZ: Objection.

The subject was what was discussed, was any other subject discussed.

She said yes, initiation fees, period.

Q (By Mr. Eisenberg) Did Mr. Gulino say anything about initiation fees?

A Yes, he did.

Q Can you tell us what he said, please?

A He said initiation fee was $35 and -- but he said that the present employees would not have to pay that, that would only refer to future employees in the building, not old ones already employed there.

Q Do you recall how that conversation, or how that comment came up in the context of the meeting?

A Because most of the employees objected to paying $35 initiation fee.

Q Do you recall how he talked about initiation fees? Did he bring up the subject?

A He said there will be an intiation fee of $35.

Q When he said there will be an intiation fee of $35, what happened?

A There was objection from all the employees.

Q What kind of objections.

A We didn't want to pay $35.

Q What did the employees and you say to him?

A We just said we don't want to pay $35 initiation fee.

Q What did he then say?

A He said he would waive it for the employees now present and future employees would have to pay it.

Q Now, you had testified -- did anything else that you can recall occur at this meeting?

A Not that I can recall at the moment.

Q About how long did the meeting take?

A Approximately an hour.

Q Now, you had testified that at the meeting Mr. Gulino suggested something about signing a document

A Yes.

Q Did you ever see this document?

A Yes, I did.

Q About how long after the meeting was this?

A Very shortly thereafter.

Q A couple of days or less?

A About -- I would say three, four days.

JUDGE SARRICA: Counsel, if you are going into another phase here, it is so near to 2:00 I doubt if you can finish a phase before our commitment to break.

MR. EISENBERG: I don't believe I can, Your Honor.

JUDGE SARRICA: Is this a good spot to break?

MR. EISENBERG: I think so, yes.

JUDGE SARRICA: Very well.

MR. REICH: No objection.

MR. SCHWARTZ: Right.

What is that?

MR. EISENBERG: Part of Joint Exhibit 2, A or B. I believe it is B.

JUDGE SARRICA: The substituted copies will be received.

(Thereupon, the document referred to as General Counsel's Exhibit 3, received in evidence.)

(Thereupon the document referred to as Joint Exhibit 2, received in evidence.)

Whereupon,

MARY ABERNATHY

the witness on the stand at the time of recess, resumed the stand, being previously sworn, was examined and testified as follows:

DIRECT EXAMINATION
(Cont'd)

Q (By Mr. Eisenberg) Mrs.Abernathy, at the conclusion of the proceedings yesterday--

JUDGE SARRICA: You are still under the oath you took yesterday.

MR. EISENBERG: Did the record note Mr. Morales' appearance?

JUDGE SARRICA: I had not noted it.

MR. EISENBERG: Would the record so note?

portion of it and, secondly, on the ground that a card which purports to be an application for membership in a union other than the respondent union is utterly irrelevant to these proceedings.

JUDGE SARRICA: Both of your objections are noted and rejected and General Counsel's Exhibit 6 is received.

(Thereupon, General Counsel's Exhibit 6, previously marked for identification, received in evidence.)

Q (By Mr. Eisenberg) Mrs. Abernathy, I show you General Counsel's Exhibit 2, in evidence. Did you sign that?

A Yes, I did.

Q Is that your signature which appears on the document?

A Yes, it is.

Q Do you recall when you signed that?

A Not th e exact date; no.

Q Did someone give you that to sign?

MR. REICH: Objected to as leading.

Withdrawn.

JUDGE SARRICA: Overruled.

MR. REICH: Withdrawn.

THE WITNESS: Yes, I did.

Q Who gave that to you?

testimony of the witness just a moment ago that she does not remember whether it was on there or not and since credibility may be an issue counsel now is supplying her with information which may be of help. I don't think that is right.

I do, however, urge my objection to this card.

JUDGE SARRICA: Mr. Schwartz?

MR. SCHWARTZ: I join in that.

JUDGE SCHWARTZ: Objections are overruled. General Counsel's Exhibit 5 is received.

MR. SCHWARTZ: I don't think counsel should be permitted to make statements concerning documents that are being offered in evidence.

JUDGE SARRICA: You put your opinion on the record, I will not admonish counsel on the record.

MR. SCHWARTZ: Unless he is willing to take the stand.

MR. EISENBERG: May I proceed, your Honor?

JUDGE SARRICA: You may proceed.

MR. EISENBERG: Thank you.

(Thereupon, General Counsel's Exhibit 5 for identification received in evidence.)

Q (By Mr. Eisenberg) At the meeting, Mrs. Abemathy, you testified that you signed a card; is that correct?

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A I remember Joan Gruenke, Billy Cleary; I think that was all.

Q What did you do with your card after you signed it?

A I returned it to Mr. Morales.

Q Did you observe any others returning cards to Mr. Morales at this meeting?

A Yes, I did.

Q Do you remember who?

A Joan Gruenke returned her card and Billy Cleary.

Q You do not know about Kay Curry?

MR. SCHWARTZ: Objection, please, that is leading.

JUDGE SARRICA: Sustained.

MR. EISENBERG: I will withdraw the question, your Honor.

JUDGE SARRICA: Thank you.

Q I want to direct your attention, Mrs. Abernathy, back to the meeting that you testified previously abouw tih Mr. Culino. Dd you testified that Mr. Culino suggested that the employees sign some kind of document at that meeting?

A Yes, I did.

Q Was the document any kind of document given at that meeting?

A No.

Q Did you ever see any document which any Local 4 delegate requested employees to sign?

A Yes, I did.

Q Can you tell us when that was in relation to the meeting?

A It was after that meeting.

Q Do you recall how many days?

A I can't be that specific, but then I think it was approximately two weeks.

Q Where were you when you saw-- Well, first, did you see a Local 4 delegate at the time that occurred?

A Yes, I did.

Q Where were you?

A I was in the dining room of Gloria's Manor.

Q Were you with anybody; was anybody with you?

A I was with the rest of the employees.

Q Was a Local 4 delegate present?

A Yes.

Q Did he identify himself?

A He stated he was a Local 4 employee.

Q Do you remember his name?

A Yes, Mr. Gulino.

Q Did Mr. Gulino say anything to you about this document?

that Local 4 wished us to sign.

Q Did she say anything else to you at that time?

A Yes. She said, as soon as we have -- all employees have signed this Local 4 is going to go into bargaining session for us to get us better benefits.

MR. EISENBERG: At th is time I offer into evidence, as General Counsel's Exhibit 7, this document.

MR. SCHWARTZ: I have no objection.

JUDGE SARRICA: General Counsel's Exhibit 7 is received.

(Thereupon, General Counsel's Exhibit 7 for identification, received in evidence.)

Q After you signed that petition, did you ever talk to any Local 4 delegate?

A Yes, I did.

Q Can you identify who the Local 4 delegate was that you talked to?

A Yes, I can.

Q Who was that?

A Mr. Gulino.

Q Where were you when you talked to him?

A In the dining room at Gloria's Manor.

Q Do you remember approximately how long after you signed that petition, General Counsel's 7, did you

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speak with Mr. Gulino?

A Approximately one week.

Q Was anybody with you at this time?

A Yes.

Q Who was present with you when you were speaking with Mr. Gulino?

A Kit Curry.

Q Can you tell us what occurred at th at time, what was said?

A Yes; we sat down, Mr. Gulino in the dining room. We told him that the petition had already been signed and we wanted to outline the additional benefits that we wanted him to get for us.

Q Did Mr. Gulino say anything?

A He wrote down all our requests.

Q Did he say anything?

A Possibly, but I cannot recall exactly what he said. I am sure he said something.

Q Did you ever attend another Local 4 meeting?

A Yes. I did.

Q Can you tell us when that was?

A I will put it either late December or early January. The exact date, I don't know.

Q Where did this meeting occur?

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A It generally took place in Gloria's Manor.

Q Did it take place in a particular part of Gloria's Manor?

A In the dining room.

Q Who was there at this meeting?

A Most of the employees who were working that particular day.

Q Who were the delegates from Local 4 that were there, to your knowledge?

A Mr. Gulino.

Q And you attended this meeting?

A Yes, I did.

Q How did you happen to be in the dining room at this time?

A I was informed by Kate Curry in advance that a meeting was taking place in the dining room.

Q Can you tell us what occurred at this meeting?

A It was rather a brief meeting in which Mr. Culino said that he was, immediately after the meeting, that he was going to go in to discuss with Mr. Hagler the gains we had made.

I don't know. Excuse me.

He was going to discuss-- May I retract that last part of my statement?

Q Just if you feel you have anything to add, just do so.

I am asking what occurrred at that meeting and you continue, please.

A He said he was now going in to Mr. Hagler to see what part of our previous demands he was going to give us this time.

I asked Mr. Gulino if he was going in solely to negotiate for the employees of Gloria's Manor or was he going in to negotiate a rider on a contract for all members of Local 4, be it Gloria Manor employees or not.

He said he was strictly going in to negotiate for Gloria's Manor employees.

I think I told him I never heard of such a thing, negotiating each house of the union by itself and he said this was quite possible. I did not doubt him.

Again at that meeting I asked for a union identification card. Again he said he did not have any on him that day.

And at this time Curry asked me if I could please go in to Mr. Hagler's office with her along with Mr. Gulino and I refused.

MR. EISENBERG: I ask at this time that the document I am handing to the reporter be marked for identification as General Counsel's Exhibit 8 for

General Counsel's Exhibit 8 is received in evidence.

(Thereupon, General Counsel's Exhibit 8 for identification, received in evidence.)

**** Q (By Mr. Eisenberg) Was there anyother occasion that you met with a Local 1115 delegate?

A Yes, one.

Q Can you tell us where you were when this occurred?

A In Rogers Hotel.

Q Do you remember when this was?

A Not the exact date. It was in the month of January.

Q Was it after you sitned what is in evidence as General Counse;s 8, which you had just seen?

A I think it was before. I'm not sure.

Q Where did this meeting take place?

A In Rogers Hotel.

Q Who was present at this meeting?

A Joan Gruenke, Kit Curry, Wanda Sullivan, Billy--I forget his last name.

Q Cleary?

A Billy Cleary.

Nora, a waitress. I don't know her last name.

Rita, the waitress, and I don't know her last name either.

we are willing to enter into a stipulation at this point as follows:

That the employer refunded checks representing dues refunds to the following employees in the following amounts:

To Mary Abernathy, $30.

To John Gruenke, $24.

And to Kathryn Curry, $24.

And that ehy were company checks signed by Mr. Hagler.

MR. SCHWARTZ: There were others that we refunded to, too.

JUDGE SARRICA: Does that complete your proposed stipulation?

MR. EISENBERG: Yes. I still wish to see those documents.

JUDGE SARRICA: But for present purposes you are requesting this stipulation?

MR. EISENBERG: Yes.

JUDGE SARRICA: Can you stipulate to those specific ones?

MR. SCHWARTZ: I can stipulate to that. My notes indicate there were two others we returned checks to besides the three named.

JUDGE SARRICA: Two others besides the three named?

MR. EISENBERG: I will be willing to stipulate to that, your Honor, but before I enter into a stipulation to that I would like to see those.

JUDGE SARRICA: You would like to see the amount?

This is all you have seen?

MR. EISENBERG: I really did not look at them very closely. Rather quickly. I did not look at them all that closely, no, -- nor did I take any notes concerning them.

JUDGE SARRICA: Let's save the other two for stipulation later, Mr. Reich, will you join in that stipulateinn?

MR. REICH: Only in the spirit of cooperation, your Honor.

Although I dnn't see-- The witness can testify she got a check and that's it. I don'tthink one is questinning that.

JUDGE SARRICA: Very we,, the stipulation is received.

Q (By Mr. Eisenberg) You were testifying about a conversation with M r. Hagler; is that correct? You were testifying about a conversation with Mr. Hagler around late February sometime?

A Yes.

Q At any time before that did you ever sign any membership form in Local 4, for Local 4?

A No.

Q Did you ever sigh any document athorizing Gloria's Manor or Home to deduct union dues or other obligations from your pay?

A No.

Q When you were with Mr. Hagler in his office what did he say to you at that time?

A He told me that I was a very good worker and very reliable but he had to refund my union money to me.

Q Did he give you something?

35? A He gave me a check in the amount of $35.

Q Did he give you anything else?

A Yes, he did.

Q What did he give you?

A He said to me that--

Q What did he give you?

A He gave me another check.

Q A check made out to you?

A No.

Q Who was it made out to?

A To Joan Greenke.

Q How much was that check?

A The amount, $24.

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Q What did he say to you?

A He said that being that Joan was off for the day and being that we both lived in the same house, would I bring Joan's ch eck home to her.

MR. SCHWARTZ: We stipulated to this.

Q Did Mr. Hagler say anything else?

A Not that I recall.

Q Did he say that he was going to give checks to any other employees?

MR. REICH: Objection.

MR. SCHWARTZ: Objection.

JUDGE SARRICA: Sustained.

MR. SCHWARTZ: He has been doing that continuously.

Q He did not say anything else that you can recall, did he?

A Not that I can recall; no.

Q How long were you in the office with him?

MR. SCHWARTZ: Objection.

Immaterial.

JUDGE SARRICA: I don't know the materiality. I will allow the question.

THE WITNESS: May I answer the question?

JUDGE SARRICA: Yes.

TH' WITNESS: I would say approximately

five minutes to 10:00.

Q You testified that you were discharged on March 3, 1975; is that correct?

A That is correct.

Q Could you tell us, did you have any conversation with any person, you know to be a Local 4 delegate on that day?

A He introduced himself as such.

Q Did you--

A I did not recognize him as one.

Q Could you tell us all the events that happened on that date, please?

MR. SCHWARTZ: Object.

MR. REICH: Objected to.

JUDGE SARRICA: Limit the events.

Q When was the first time that day you had a contact with a Local 4 delegate?

A After lunch, which is approximately 2:30.

MR. SCHWARTZ: Objection.

Q Could you tell us how you happened to come into contact with that delegate?

A Yes. The switchboard operator informed me that there was a man at the front desk to see me.

Q How did the switchboard operator inform you?

A I cannot recall if she made it by telephone or announced it over the loudspeaker.

Q Continue, please. Tell us what happened.

MR. SCHWARTZ: What happened? What happened? What are we talking about?

I don't know about any question.

She was informed over the loudspeaker that somebody wanted to speak to her. That was the last question and he says continue and keep talking.

I object.

JUDGE SARRICA: Will you make it specific?

Q When you were called, what were you informed to do?

MR. SCHWARTZ: Objection.

Q What was said to you when you were called?

MR. SCHWARTZ: Objection.

JUDGE SARRICA: Overruled.

A I was asked to please come down to the front desk.

Q Did you do that?

A I came to the front desk.

Q When you got to the front desk, what happened?

A Mrs. Gruenke was speaking to a man that I did not recognize. I asked the switchboard operator who wanted to see me and the man said, "Are you Mary Abernathy," and she said yes.

He said, "I'm from Local 4."

Q Did he give you his name?

A I probably did, but I don't recall if he did or not. I have not seen him prior to that.

Q Is this man in the room right now?

A Yes, he is.

Q Could you please point him out?

A The man sitting at the end of the table.

JUDGE SARRICA: Could you identify yourself for the record, please?

MR. FINEGUERRA: Henry Finneguerra, vice president of Local 4.

Q What did Mr. Fineguerra say to you?

A Mr. Fineguerra informed me that I owed--

Q What did he say to you?

A He said, "You owe me $71."

Q And did you reply?

A I asked him for what, why? And he said union dues and initiation fees.

Q Did you say anything else?

A I asked him if he was carrying any identification on him to prove that he was a local 4 representative, and he said no.

I then proceeded to ask him what do I get for $71. At his answer was job security.

And I, in turn, asked what would he get for my $71.

And that he did not answer. And I returned to work. I left.

Q Was that all that was said?

A That I can remember. That is all that was said.

Q Did he say anything else about the amount he was asking?

MR. SCHWARTZ: Objection. He asked her if that was all that was said, and she answered yes, that was all that was said. Now he is trying to tell her of some other conversation.

JUDGE SARRICA: Overruled.

MR. EISENBERG: I don't believe that was my purpose at all.

THE WITNESS: The only thing he explained was that the $71 was initiation fees plus union dues.

Q What did you then do?

A I returned to work.

Q Is your recollection of that meeting completely exhausted at this time?

MR. SCHWARTZ: Objection.

A At this time.

JUDGE SARRICA: Overruled.

Q Did he say anything to you concerning your status of employment; Mr. Fineguerra I am referring to.

A Not that I recall.

He just said the $71 would offer me job security.

Q Did there come a time during that day when you were informed you were discharged?

A Yes, there did.

Q Who informed you that you were discharged that day?

A Well, I have to answer it was a tossup between Mr. Hagler and Mr. Fineguerra.

MR. REICH: May I have that answer read back, please? I did not get it.

JUDGE SARRICA: Yes.

(Answer read by reporter.)

Q Could you--

MR. REICH: The question was who told you you were discharged.

JUDGE SARRICA: Yes, that is correct.

MR. REICH: The answer is it is a tossup.

JUDGE SARRICA: Between those two individuals named.

Will you please continue?

Q Where wre you informed of your discharge?

A In Mr. Hagler's office.

Q Well, would you describe how you happened to be in

Mr. Hagler's office or go to Mr. Hagler's office?

A Generally over the loudspeaker, myself, Joan Gruenke and Mary De La Paz were asked to kindly come down to Mr. Hagler's office.

Q Who is Mr. De La Paz?

A She was an employee of Gloria's Manor.

Q And you heard this announcement, what did you do?

A I went downto Mr. Hagler's office.

Q When you got there was anyone present?

A Yes, there was. Mr. Hagler was there and Mr. Fineguerra--excuse me, I can't get your name.

Q Were any other employees besides yourself present at this time?

A Not when I first got there but we were joined minutes later by Kit Crry and Billy Cleary.

Q Were any other employees in there?

A No other employees.

Q Could you tell us who the employees were in the office at this time?

A Myself, Joan Gruenke, Mary De La Paz, Billy Cleary and Kit Curry.

Q Was anyone else in the office?

A Local 4 representative, Mr. Fineguerra.

Q Was Mr. Hagler there?

A Mr. Hagler also.

Q Did Mr. Hagler say anything? Well, can you tell us what, if anything, Mr. Hagler and Mr. Fineguerra said at this meeting and what else might have occurred?

A Mr. Hagler had in his hand a piece of paper with something written on it.

He informed us that Local 4 has advised him as sorry as he was to release his good work that Local 4 granted our immediate dismissal on the grounds that we had not paid our union dues.

MR. EISENBERG: Could I ask the reporter to read back the answer for me?

JUDGE SARRICA: Read it.

(Answer read by reporter.)

Q Did you see the piece of paper?

A Yes. I asked Mr. Hagler if I could please read the piece of paper.

Q Did he show it to you?

A Yes; he gave it to me to read.

Q And you saw it?

A I saw it and I read it.

Q Do you recall what that paper was? Can you describe it?

A It had at the top of it--it was a letterhead letter, as far as I recall, the letterhead I cannot recall, and it did basically say--I'm not getting

from the letter, that Local 4 had requested the dismissal of these employees, three names on this piece of paper were typewritten in and two were written in pen.

Q Can you tell us which names were typewritten and which names were written in pen?

A Kit Curry's was typewritten, Billy Cleary's was typewritten and Maria De La Paz was typewritten in.

Q Did Mr. Finoguerra say anything during this time?

A Not at the exact time that we had the piece of paper because immediately thereafter Kit Curry requested if she could also read this piece of paper.

Mr. Hagler gave her the piece of paper.

She read the piece of paper.

I think she was about to copy the letterhead from the top of the piece of paper when Mr. Hagler demanded its immediate return to him.

Q What piece of paper, a letter?

Q A letter.

Q Do you know who it was addressed to; do you remember?

A I cannot recall correctly. I think it was addressed to Mr. Hagler.

Q Do you remember wh o it was from?

A I don't remember the letterhead on this piece of paper.

Q Can you tell us what Mr. Hagler and Mr. Fineguerra said to you during the entirety of this meeting and what you and anyone else you heard say to them or one or th other?

MR. SCHWARTZ: She already testified as to shat Mr. Hagler said to her and what she said to Mr. Fineguerra--Mr. Hagler. It is repetitious.

JUDGE SARRICA: If that is an objection it is overruled.

THE WITNESS: I believe that when Mr. Hagler was speaking he wasn't speaking directly to me but all five of us.

He said it was not our fault--his fault that we were being fired, that it was Local 4's and only Local 4's.

I think I was the one who reminded him that Local 4 did not hire me and on the basis of that that Local 4 could not fire me.

Mr. Hagler said he was not firing us. So on the basis of this being that neither Mr. Hagler wasn't firing us and Local 4 wasn't firing us, I sggested that we dismiss curselves and report to work following--the following morning and it was at this point that Mr.

Hagler said to us "You are not to come to work in the morning," so I assumed I was fired.

Q Was anything said about a Local 4 contract?

MR. REICH: Objected to as leading.

THE WITNESS: I--

JUDGE SARRICA: Sustained.

Q Was anything else said at this meeting?

A Yes.

Q Could you please tell us what you think transpired at this meeting?

A Yes. When I first went to the office and the gentleman said he was from Local 4, I against asked if he was carrying with him any sort of identification whatsoever that would prove to us he was a Local 4 member.

He said he wasn't at this moment.

I asked him at least he could produce a Local 4 contract and we would accept this as identification. Again, I apologized and said he was not in possession of a Local 4 contract.

I asked him if it is stipulated at the time Local 4s contract that they were negotiating in a closed shop and if so I want this read from the contract for me before I was dismissed from my position.

At this point, Mr. Hagler volunteered to go into his safe and withdmw a Local 4 contract.

And the Local 4 representative read some paragraphs from this. He said it did not stipulate in that that this was a closed shop but that is what those two pragraphs really meant.

Q Do you recall if-- Do you recall anything else that occurred at this meeting with respect to anything?

A Yes. After we were fired we assumed--

Q At the meeting?

A This is till at the same meeting. When we did assume now it was final and that we were fired.

MR. SCHWARTZ: Objection to what she assumed, if your Honor, please.

JUDGE SARRICA: We are talking about a state of mind, if your Honor, please.

JUDGE SARRICA: She is fixing a time and I will permit it.

MR. SCHWARTZ: An assumption on the part of the witness as to what took place.

JUDGE SARRICA: I will permit the answer as she is giving it.

THE WITNESS: Can I continue.

JUDGE SARRICA: You may continue.

THE WITNESS: By this time I was fired, let's say that, and I asked Mr. Hagler if we could receive--there was a notice by the time clock which said--I think it said

from the State Labor Board, stating that an employee discharged from work was entitled to a list of earnings, I imagine that is what it said. We should have been furnished; this letter said at the time of dismissal and I requested this.

He told you it wasn't possible to give it to us even if it did state on the clock. I did go out to the time clock. I did re-read what was posted by the time clock and I assume it was from the State Labor Board. It was an official thing.

I again said that is what it stated by the clock, we are entitled to this before being dismissed.

At this time, Bobbi, the bookkeeper came into the office and she said it couldn't be given to us at this time but that we would be furnished with anything we needed because I maintained if I was fired that I was entitled to unemployment as long as--

MR. SCHWARTZ: Objection to what she maintained.

JUDGE SARRICA: Is any of that relevant? Let us discontinue with this.

MR. EISENBERG: I don't believe so, your Honor.

Q Does that exhaust your recollection of the entire event of the meeting?

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A Yrd.

Q What did you do at the conclusion of the meeting?

A I went home, punched my time clock and went home.

Q Did anyone give you anything?

A Mr. Hagler paid me in the office that time by check for the amount of hours I had worked during that week.

Q About how long was this from the time you were first approached by Mr. Fineguerra during that day?

A I would say approximately an hour and a half to two hours.

Q Was there any discussion about dues at [illegible] that meeting with Mr. Hagler and Mr. Fineguerra?

A Somebody of the five of us, I can't recall the name, reminded Mr. Fingerra that dues had been deducted from our salary for five previous months to this and if he had not received them, if it really wasn't our fault and--

Q Well, did Mr. Fingerroa indicate that he had not received dues?

A We asked him if he had received the dues and he said n o he had never received dues from us.

We in turn asked Mr. Hagler what he had done with these moneys that he had deducted and said that in very many occasions he had offered them to Local 4 and Local 4 has refused to accept them. And we demanded

why we did not know previously to this occasion because we had understood ourselves to be Local 4 members and we had not been so informed.

Q Was anything else said to you concerning amounts of money at all?

A At that meeting? That is all I recall at the moment.

Q Does that exhaust your recollection?

A I guess--I th ink so.

Q Was anything said about initiation fee at the tine you were told you were to befired or were fired?

A Not in the office, to my recollection. That was at the front desk.

MR. EISENBERG: I have nothing further at this time, your Honor. This completes my direct examination.

JUDGE SARRICA: Luncheon--

MR. REICH: May I request that a copy of any and all statements which this witness gave to any representative of this Board be furnished me at this time in preparation for possible cross examination?

MR. SCHWARTZ: Same request.

MR. EISENBERG: Is that acceptable to you, your Honor?

JUDGE SARRICA: Indeed.

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JUDGE SARRICA: I am sure Mr. Reich will be glad to let you look at the entire transcript.

MR. REICH: I am not so certain about that. At such time as a witness appears to testify where this transcript may bear for the purpose of cross examination, at the conclusion of that witness' direct examination upon request being made I will then furnish it.

But, until that time I will not.

With respect to the transcript may I point out to your Honor that it is certified to be a true and accurate transcript by a New York State agency.

JUDGE SARRICA: Do you have any further cross?

MR. REICH: No, your Honor.

JUDGE SARRICA: Thank you. I have a couple of questions of this witness.

EXAMINATION BY JUDGE SARRICA:

Q I refer you first to your testimony concerning the events in Mr. Hagler's office.

You said that there was a paper on a letterhead which had the three typewritten names and you mentioned the three names?

A Yes.

Q You said that there were two handwritten

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names were.

Do you recall, or did you see?

A Yes, your Honor.

Q You did?
A

A Yes.

Q Do you recall the names of those individuals?

A Yes, your Honor.

Q Will you give those names to me?

A My own name, Mary Abernathy, and Joan Gruenke.

MR. SCHWARTZ: That is in the record, your Honor.

MR. REICH: No. She gave only the typewritten names.

MR. SCHWARTZ: You're right.

I apologize, your Honor.

JUDGE SARRICA: Thank you. No apologies.

MR. SCHWARTZ: Well, I make the apology anyhow.

Q (By Judge Sarrica) The other point I wish to ask about is this: You said that the bookkeeper gave you a card to sign which you rejected as not being the card that you had been asking for.

Do you know what that card was that she gave you?

Do you know what it said?

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A It was to the best of my knowledge, it was a card, authorizing Local 4 to withhold union does from my salary.

Q Do you know if there was anything else printed on that card?

A Just the name for your signature and date and so forth.

Q How was it titled, do you recall?

A I do not recall.

Q Was it similar to the three cards you have signed for 1115?

A Yes, similar to that.

Q I'm looking at General Counsel 6. How is that card titled?

A Local 1115, Nurses Hotel & Hospital Employees Division of Local 1115, Joint Board.

Q Anx what is a then centered title?

A Application for Membership.

Q Is there another centered title there?

A Yes. Checkoff Authorization.

Q And I am asking you now did the card that the bookkeeper gave you, did it contain both the words Application for Membership and the words Collective Checkoff Authorization?

A I cannot, I cannot recall. I can't recall.

JUDGE SARRICA: Thank you.

That is all I have.

Are there any further questions of this witness?

MR. EISENBERG: Not by the General Counsel.

RECROSS EXAMINATION

Q (By Mr. Schwartz) I show you a card signed by Donald O'Toole. Was it a similar card that was handed t o you by the bookkeeper?

A Yes, th is is. As a matter of fact, I think I still have it home.

MR. REICH: I did not hear the last part.

MR. SCHWARTZ: She still--she has it home.

Q Was it on the same color?

A It was a white card.

Q And to the best of your knowledge and your recollection, without trying to put you to the wall, it said Application and Checkoff Authorization?

A I think so.

Q And it said Medical Health Employees Union Local No. 4?

A I know it said Local No. 4.

MR. SCHWARTZ: Thank you

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JUDGE SARRICA: Let's go on the record and proceed with the testimony in this case.

Will you call your next witness, please.

MR. EISENBERG: General Counsel calls Kathryn Curry.

Whereupon,

KATHRYN CURRY

called as a witness, first being duly sworn, was examined and testified as follows:

JUDGE SARRICA: Please be seated.

DIRECT EXAMINATION

BY MR. EISENBERG:

Q Mrs. Curry -- it's Mrs. Curry; isn't it?

A Yes.

Q For the record, would you state your name, spell it, and the address?

A My name is Kathryn Curry, K-A-T-H-R-Y-N . Capital C-U-R-R-Y . Curry. My address is 133 Beach 120 Beach in Belle Harbor, Queens. Zone 11694.

Q Mrs. Curry, did you work for Gloria's Manor Home?

A Yes, sir.

Q When were you hired?

A September 27, 1974.

Q Did there come a time when you were discharged?

A Yes, sir.

Q Would you tell us when that was?

A March 3rd, 1975.

Q What was your job at Gloria's?

A I was a waitress.

Q Whre did you work?

A I worked in the dining room.

Q Mrs. Curry, could you tell us how you were hired?

A Yes.

Q From the time you first applied?

A Yes.

Q Would you do so?

A Well, I was interviewed by a Mrs. Judy Hagler at first.

Q When was this?

A This was before the Jewish Holidays. I'll say very late August. And she told me that right then and there they did not need a waitress but I was to come back after the Jewish Holidays and she would see if there was something for me.

Q Did you just go over there and ask for a job?

A Yes. Yes, sir, I did.

Q And you spoke to Mrs. Hagler?

A Yes.

Q Do you remember what she asked you?

A Well, she asked me where I had worked, how long I had worked there, where I lived, what was my phone number. And

A He walked away.

Q Please, just try to answer the questions to the best you can.

A All right.

Q Thank you.

Did there come a time when you noticed a deduction taken out of your pay which you hadn't noticed previously?

A Yes, sir.

Q Can you tell us when that was?

A The exact date, it was the first Friday of November. Exact date I can't remember.

MR. EISENBERG: I'll offer to stipulate, if counsels are willing, that amounts representing union dues of six dollars were deducted from Mrs. Curry's pay by the employer in November 6, on her payday that day --

MR. REICH: She's already testified to that. You don't need a stipulation. First Friday in NOvember, if that was the 6th, it was the 6th.

MR. EISENBERG: November the 6th, December the 11th, January the 8th, and February the 5th.

MR. REICH: Counsel not only have you proposed a stipulation, but you've also given the witness the benefit of a little education.

Under those circumstances I may as well stipulate to it.

Mr. Schwartz and Mr. REich, stipulate that next to the deduction or next to the amount of six dollars on each of the pay envelops is written the word dues.

Can that be stipulated to?

MR. SCHWARTZ: Stipulate.

MR. REICH: So stipulate.

JUDGE SARRICA: Stipulation received.

BY MR. EISNEBERG:

Q When youfirst say that six dollars dues was being deducted, did you speak to anyone about it?

A I did, sir.

Q Could you tell us who that was?

A Well, I went to the bookkeeper.

Q Who did you speak to?

The name if you can?

A I don't know her last name but her first name is Barbara, the bookkeeper. And she told me that she had no explanation for me, she sent me to my shop steward, she said --

Q Who is that?

A Evelyn O'Connor.

Q Did you speak to her?

A I did, sir.

Q Would you tell us what she said to you and you said to her?

A Well, I said to her, Evelyn, why was six dollars removed from my pay; I gave no authorization, I signed no card to have it removed. Evelyn said to me, well, you're automatically in the union after you're here four weeks and Mr. Hagler deducts six dollars from your pay for the union.

So I gave her an argument. And I said --

Q What was the argument?

What did you say, as best you can remember?

MR. SCHWARTZ: Objection.

I don't know how this could be binding, this conversation with the shop steward, binding on the employer and the union?

JUDGE SARRICA: Overruled.

THE WITNESS: I may answer?

JUDGE SARRICA: You may.

THE WITNESS: Could you read it back, sir, please.

(Whereupon, the reporter read back the last question.)

A Well, I said to Evelyn, I gave no one the authority to take six dollars from my pay. I did not sign an authorization card. Also I -- of course she gave me an argument. Also I told her that for the United States Government to remove money from my pay envelop I must sign a W-2 Form.

I said if I had to sign a W-2 Form for the government to remove money from my salary, I want to see a card from Local 4 with Local 4's heading on it that I actually know

that I will belong to Local 4. And I will sign for it when I see this card.

Q At the time dues first started being deducted from your pay did you ever sign any document allowing the employer to take union dues out of your pay?

A No, sir.

Q Did you ever meet with a Local 4 delegate?

A Yes, sir.

Q Can you tell uswhen the first time -- when the first time you met with a Local 4 delegate was?

A Beginning of November. The exact date I don't recall.

Q Where were you when you met with this Local 4 delegate?

A In the dining room.

Q Can you tell us who was present in the dining room at this time?

A All my co-workers.

Q Was there a Local 4 delegate there?

A Mr. Gulino.

Q Is that gentleman in the room today?

A Yes, sir, the gentleman with the plaid jacket and red shirt.

MR. EISENBERG: Can the record note that Mrs. Curry was pointing to a Mr. Vincent Gulino, if that is his correct identification.

MR. REICH: I'll even stipulate he's wearing a red shirt, Judge.

Q At this meeting, did Mr. Gulino say anything about union dues?

A No. I spoke to him about it.

Q Can you tell us what you said to him?

A I asked him why six dollars was removed from my pay. I gave no authority, I did not see a Local 4 agent before -- business agent before this, I received no -- I saw no card, I signed no card, and why did he remove the six dollars -- why did Mr. Hagler remove the six dollars from my pay slips.

MR. REICH: Your Honor, I don't understand whether the witness is giving us now a mental operation at the time or what she said. May we have that clarified please, because if it's what she said, fine. If this is the background for what she said then I move to strike.

JUDGE SARRICA: Will you please clarify it while we're at it.

Q This is what you said?

A This is what I said.

Q Did he reply to you in any way?

A Mr. Gulino said that at the moment he did not have any authorization cards on him, but I was not to worry about that because automatically after you're working four weeks you automatically are in the union regardless if you sign a

statement or not.

Q Did he say anything about an initiation fee at this meeting?

A Yes. I brought that up.

I said to -- don't you have to have an initiation fee? And Mr. Gulino said, well, initiation fee is $35, but all of you people that are sitting right now in this room in front of me do not have to pay that $35. This is a new company and we'll start right now at this moment from scratch.

Anyone now being employed in Gloria's Manor from now on will have to pay $35 initiation fee.

Q That is what he said to you?

A Correct, sir.

Q Did anything else occur at that meeting that you can recall?

A Well, there was refer -- there was -- something was referred about a petition that, that he did not want Local 4's business agent, Mr. Gulino, did not want 1115 to harass us anymore.

Q Is that what he said?

A Yes.

Q Do you recall anything else about what he said about -- how did you characterize the petition?

A Well, he said he would -- did not have a form on him at the moment, but that he would call me tomorrow and I was

to get a piece of paper, and he would call and just relay a message. He would tell me what to write on this paper. And then I was to have this paper signed by every co-worker in the building, as many signatures as I could get on this paper.

Q Can you recall if anything else happened at this meeting?

A Well, I told Mr. Gulino that I wouldnot accept that, that he would have to bring me a paper with a letterhead of Local 4, medical and health plan insurance.

Q Do you recall anything else?

A Well, we talked about --

MR. SCHWARTZ: I object to the question.

A -- about the contract, Local 4's contract.

MR. SCHWARTZ: I object to the question. I think this question is entirely out of order.

Do you recall anything else? What does that mean?

JUDGE SARRICA: Overruled.

MR. SCHWARTZ: I think it's highly objectionable.

JUDGE SARRICA: Overruled.

THE WITNESS: May I answer?

A Yes. Do you recall anything else.

Thank you.

I do. We talked about Local 4's contract, and I asked Mr. Gulino if I could have a contract from Local 4. Also at

that meeting I was nominated shop steward. I was elected shop steward, nominated and elected.

Q You referred about a contract.

A Yes, sir.

Q Did Mr. Gulino give you a contract?

A Yes, sir.

Q When did this occur in relation to the first time you met him?

A About two weeks later.

Q Where were you when he gave it to you?

A In the dining room.

Q Did you ever come in contact with a representative from Local 1115?

A I did, sir.

Q Would you tell us when the first time that was?

A The day of the election, October the 11th, 1974.

Q Who was that delegate?

A [illegible] Morales.

Q Where did you meet him?

A I met him outside Gloria's Manor, right outside.

Q What time of day was this?

A Four o'clock in the afternoon.

Q Was this after the election was over?

A Yes. I was coming back off my break.

Q Did he say anything to you or did you say anything to

him?

A Well, he introduced himself to me.

MR. REICH: I move to strike the answer. I think the question calls for a yes or no.

Whether he said anything to her or what she said anything to him -- yes, he did, no, he didn't; yes, I did, no, I didn't. Beyond that it wouldnot be responsive. Beyond that, in my opinion, would be objectionable.

JUDGE SARRICA: Then his next quextion is what did he say.

MR. REICH: And then I'll object.

MR. SCHWARTZ: So will I.

JUDGE SARRICA: All right.

And I'll overrule, so let's proceed.

BY MR. EISENBERG:

Q Would you tell us what he said to you and you to him?

MR. REICH: Now, I object to that question as calling for a conversation between two people, neither of which are representatives of the -- of any Respondent, conversation not in the presence of either REspondent, and therefore not binding upon any Respondent.

MR. SCHWARTZ: I join in that objection for the same reasons.

JUDGE SARRICAL Both objections overruled.

Proceed.

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A I come along from my break, and I asked Mr. Morales how was the election coming, how id the voting turned out. And there was Donald O'Toole --

MR. SCHWARTZ: Objection as to who was with him. The Question is what was said between her and he.

JUDGE SARRICA: Overruled.

A There was a few of my co-workers there, the young men--

JUDGE SARRICA: Who said what?

THE WITNESS: Donald O'Toole and, Tommy O'Toole, and there was another boy by the name of Billy Cleary, and they said Kay --

MR. SCHWARTZ: Objection as to any conversation concerning --

JUDGE SARRICA: I think you better ask the question. She's wondering around.

MR. EISENBERG: Okay, Your Honor.

THE WITNESS: Sorry.

BY MR. EISENBERG:

Q Did some of the employees that were there say something?

A Yes, sir.

Q Can you tell us what those employees said and identify which employees said what when you were there?

MR. SCHWARTZ: I'm going to object to any conversation concerning employees --

JUDGE SARRICA: That objection has already been made and overruled.

MR. SCHWARTZ: Do I have a standing objection to these line of questions?

JUDGE SARRICA: Yes.

MR. SCHWARTZ: Thank you very much.

THE WITNESS: May I answer, Your Honor?

JUDGE SARRICA: Yes.

THE WITNESS: Thank you.

A I had asked them how the election was coming along, if it was over because I had left when the election was on, taking place. They said it was over, and that we had --

MR. REICH: I object to they said. We have fifteen names --

JUDGE SARRICA: Sustained.

Q If you can identify who said it, please do it. If you can't --

A Donald O'Tooke, Tommy O'Toole, Billy Cleary, Mr. Morales.

JUDGE SARRICA: Tell us who said what?

A Well, they all said that there was twelve votes in our favor --

MR. REICH: I object to this, Your Honor, unless the witness is going to tell us that they spoke in chorus, that was a rehearsed --

JUDGE SARRICA: Sustained.

BY MR. EISENBERG:

Q Was it a general discussion?

A Yes.

Q Was everybody speaking back and forth?

A Yes.

MR. SCHWARTZ: You want to lead her? You want to get on the stand.

Q Did you ever have any contact with Mr. Morales after the first time you met with him?

A Yes, sir, I did.

Q Can you tell us when that first contact was, after the first time you had contact with him, that next time?

A Well, after I read Local 4's contract --

MR. REICH: Move to strike that. The question asks for the fixing of a time when she met an individual.

JUDGE SARRICA: Sustained.

Please listen carefully to the question and answer only the questions.

THE WITNESS: Sorry.

Q When was the next time you spoke with or had any contact at all with Mr. Morales after the election; do you recall?

A In Roger's Hotel.

Q Do you recall when this was, what time frame? Do you

recall?

A It was in NOvember.

Q Was it after the first contact you had with Mr. Gulino?

A Yes, sir.

Q How did this meeting come about?

Did you have anything to do with it?

A Yes, sir, I did.

Q Can you describe what you --

MR. SCHWARTZ: Objection. What's the materiality whether she called him or he called her or they got -- met on a lover's corner. Get on with it.

JUDGE SARRICA: Overruled.

Q Can you tell us what you did concerning that meeting?

A Well, I was interested in finding out move --

MR. REICH: Move to strike that, Your Honor.

Q Can you tell us what you did?

Did you anything to do with arranging it?

A Yes, I did, sir.

Q Can you tell us what you did?

A I arranged a meeting in the Hotel Roger's for us -- for the employees and Mr. Morales to meet.

MR. REICH: Move to strike that as calling for a conclusion -- arrange a meeting. I don't know what that means, sir.

JUDGE SARRICA: I'll lwt it stand.

Q Did you speak to Mr. Morales about arranging a meeting?

A I did, sir.

Q How did you speak to him?

A I called him on the phone.

Q Did you speak to employees about a meeting?

A I did, sir.

Q Where did you speak to them?

A In the dining room when we were on our breaks, on our lunch hour.

Q Do you remember which employees you spoke to?

A Mary Abernathy, Billy Cleary, Joan Gruenke, Arleen Slatery, Marilyn, whatever her last name was, I don't know, Evelyn O'Connor, Mary Duffy, Don Green, I can't remember anymore.

Q Did a meeting occur?

A Yes, sir, it did.

Q Where did this meeting occur?

A In the Hotel Roger's.

Q About how far away is Roger's from the home?

A Three blocks.

Q When you spoke to Mr. Morales -- I'm going back now. When you spoke to Mr. Morales for the first time you testified that it was outside the home.

Do you recall where it was outside the home?

A Right outside the entrance of Gloria's Manor.

Q Were you on the sidewalk?

A On the sidewalk. Yes, sir.

Q Were you present at that meeting at Roger's?

A Yes, sir, I was.

Q Was anyone else present at that meeting?

A It was five of us.

Q Can you name who was present?

A Mary Abernathy, Joan Gruenke, Billy Cleary, Barbara Davis, Tommy O'Toole. I believe that's what it was. It was a small --

Q Was any delegate from Local 1115 was there?

A Yes. Mr. Morales was there.

Q Did Mr. Morales ask you to sign anything at that meeting?

MR. REICH: Objected to as leading.

JUDGE SARRICA: Overruled.

A Yes, he did.

MR. EISENBERG: May I have this card marked for identification as General Counsel's Exhibit 9.

(The above referred docume was marked General Counse Exhibit No. 9 for identification, as of this date

BY MR. EISENBERG:

Q I show you this card, as General Counsel's Exhibit 9 for identification.

How is that card titled?

A It's titled Local 1115 Nursing Home and Hospital Employees, Division of Local 1115 Joint Board, application for membership.

Q Did you sign this card?

A I did, sir.

Q Is that your signature which appears on this card?

A Yes, sir, it is.

Q Can you recall the date that you signed this card?

A I see it says November 26.

Q Is all the writing on that card your writing?

A Yes, sir.

Q You signed the card -- did you date the card at the time you signed it?

A Yes, sir.

Q Who gave you this card?

A Mr. Morales.

Q Did he ask -- withdrawn.

MR. EISENBERG: I offer this in evidence as General Counsel's 9.

MR. SCHWARTZ" For what purpose? What's the materiality of the card, YOur Honor? I don't understand.

She's already testified everything that's on the card,

What's the purpose of the card?

MR. EISENBERG: Your Honor, might I be heard?

JUDGE SARRICA: Let me finish reading this first and then I'll ask you.

MR. EISENBERG: I'm sorry.

JUDGE SARRICA: You may respond.

MR. EISENBERG: In an 8(b)(2) case which this is, as well as an 8(a)(3) case, the witness' union activities, whatever nature, and wherever they occur is certainly very relevant to the issues raised by the complaint in that regard. Further it's the best evidence of this nature.

JUDGE SARRICA: Would I be correct that it is Section 18-A of the Complaint particularly that you have reference to?

MR. EISENBERG: We're talking about the 8(b)(2)?

JUDGE SARRICA: The activity.

MR. EISENBERG: Of the consolidated complaint, is that right?

JUDGE SARRICA: Yes, sir, consolidated complaint.

MR. EISENBERG: Yes.

And also the allegation alleging -- I think that comes either before that -- is that -- might I take a look at that --

JUDGE SARRICA: This is my marked copy.

MR. EISENBERG: Would you rather I look at mine?

JUDGE SARRICA: Yes, I would.

Section 18-A and the allegations flowing out of that?

identification as General Counsel's Exhibit 11.

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MR. EISENBERG: Section 18 -- paragraph 18 of that complaint, A specifically, and also paragraph 21 of the consolidated complaint.

JUDGE SARRICA: 18-A and 21.

Objection overruled.

MR. EISENBERG: I offer it in evidence as General Counsel's 9.

JUDGE SARRICA: Do I have objections?

MR. SCHWARTZ: Yes.

JUDGE SARRICA: Restate them for the record to reserve your position.

MR. SCHWARTZ: I think it's superfluous, it proves nothing so far as this witness is concerned, only that she had signed a card which she already testified to in the record that she signed the card.

JUDGE SARRICA: Mr. REich? Your position on the exhibit.

MR. REICH: I'm quiet.

JUDGE SARRICA: Do you wish to state any -- make any statement.

MR. REICH: No, ma'am.

JUDGE SARRICA: All right.

General Counsel's Exhibit 9 is received.

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(The above referred document was marked General Counsel Exhibit No. 9 received in evidence, as of this date.)

BY MR. EISENBERG:

Q What time of day did this meeting occur?

A With Mr. Morales, at night.

Q At Roger's?

A About 8:30 in the evening.

Q About how long did the meeting last?

A Until ten o'clock.

Q Can you tell us what occured at that meeting?

A Well, we had asked him about our hours being changed --

MR. SCHWARTZ: I'm going to object. I don't think it's material. It's not binding upon the Respondent in this case. And it has no bearing, and it's not evidentiary of anything so far as this Respondent is concerned.

JUDGE SARRICA: What is the purpose of an inquiry into the details of the meeting with 1115?

MR. EISENBERG: Merely background, merely to just establish what happened at the meeting.

JUDGE SARRICA: For what purpose?

MR. EISENBERG: For purpose of fully developing paragraphs 18 and 21 of the consolidated complaint.

JUDGE SARRICA: Is it not sufficient that such meetings did take place and such cards were signed?

MR. EISENBERG: Your Honor, I'll withdraw the question. I believe that is sufficient.

JUDGE SARRICA: Thank you.

MR. EISENBERG: Perhaps counsel will be willing to stipulate that that meeting occurred.

MR. SCHWARTZ: Come on. You've gotten more stipulations than you're entitled to.

BY MR. EISENBERG:

Q Did Mr. Hagler ever talk to you about this meeting?

A Yes.

Q Tell us when this was, in relation to the meeting?

A What month, you mean, I can't recall the month.

Q I withdraw the question.

Did he speak to you after the meeting?

A Yes, sir.

Q About how long after the meeting?

A The next day. A few days.

Q Where did he speak to you?

A In the dining room.

Q Can you tell us what he said to you?

A He said that he had heard that I had called and arranged a meeting for Local 1115. And he also said that I could call as many meetings with 1115 as I wanted to, but it would be to no avail -- it would be no good to the co-workers of Gloria's Manor as it didn't mean a thing because

Local 4 was signed, contract had been signed for three years, and there was nothing we coulddo about it.

Q That's what he said to you?

A Correct, sir.

Q Did any other boss speak to you about this meeting or about Local 4 in any way around this time?

MR. REICH: Objected to as calling for a conclusion.

JUDGE SARRICA: I want to hear the question again.

(Whereupon, the reporter read back the last question.)

JUDGE SARRICA: Overruled.

MR. REICH: My objection is corrected to the term any other boss. That has a conclusion that somebody is a boss.

JUDGE SARRICA: We'll of course have to identify the individual, and determine whether or not they were a boss.

MR. REICH: I think the question should have been did anyone else speak to her about it and then who that was and then we'll know whether it's a boss. However --

BY MR. EISENBERG:

Q Did any other official or --

JUDGE SARRICA: I overruled. Answer.

Q Do you recall?

A I can't recall.

Q Did Mr. Weisbloom speak to you?

MR. REICH: Objection.

JUDGE SARRICA: Permit it at this stage.

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Manor.

Q Were you ever given any literature from Local 1115 of any kind?

A Authorization cards to join their --

Q any other kind of kiterature at all?

A Nothing, sir.

Q Did there ever come a time -- did you testify that Mr. Gulino gave you a copy of a contract?

A Yes, sir.

Q Is that a copy of a contract of Local 4 and Gloria's?

A Yes, sir.

Q And you had it in your possession?

A Yes, sir.

Q Did you ever talk to Mr. Hagler about that contract?

A Yes, sir, I did.

Q Do you recall when that was?

A Late November, early December.

Q Did you speak to Mr. Hagler more than once about the contract?

A Yes, sir, I did.

Q Would you tell us where you spoke to Mr. Hagler the first time about the contract?

A In his office.

Q Would you remember what you told him?

A Yes, sir.

Q Was anybody present in the office?

A Not at that time.

Q Would you tell us what you told him, the first time?

A Well, I told him that I had received a contract from Mr. Gulino, and that I had read it, and what I read was from the year of One. The contract was made for 1918 and this was now 1975.

Q Did he say anything to you at this meeting?

A Well, Mr. Hagler said, Kay, we can always get together, we can add on to the old contract, or we can make up a new contract, Kay.

Q Did he say anything else?

A I must ask my attorneys.

Q Did you speak to him again about it?

A I did, sir.

Q Do you recall when this occurred?

A December again.

Q Now that you've answered when this occurred, would you tell us where?

A Where it occurred, in his office.

Q Was anybody present in his office?

A Yes, sir.

Q Who was that?

A Mr. Gulino and a man from the international union.

Q Do you know that other individual's name?

A No, I don't, sir.

Q Have you ever seen him beofre?

A I had never seen him beofre, no.

Q Can you tell us what Mr. Culino, Mr. Hagler or that other individual said at this meeting?

A Well, we were talkingabout the contract.

Q What did they say, as best you can recall?

A They said that they would call -- Mr. Hagler said that he would call his attorneys, and within five days, he would let me know if we would have a new contract or if they could add on to the old contracts. But he would do his best to get a better contract for his co-workers -- his employees.

Q Did you say anything at the meeting?

A Well, I had people sign all my --

Q Did you say anything at the meeting? Please try to answer my questions.

Did you say anything that you recall at the meeting? Can you recall?

Did you say anything about the Local 4 contract?

A Well, I had told him what I wanted added to the old contract or put into a new contract.

Q Do you remember what you said?

A Well, I told him we wanted two weeks vacation with pay after the first year, we wanted three dollars and thirty-seven cents an hour pay for all the employees, we wanted a

medical and health plan ,we wanted ten paid holidays a year, we also wanted sick pay, and if no one was sick during the year, that they would get a bonus the week before Christmas.

Q Did they respond to this, anybody at the meeting?

A Mr. Hagler said that he would have to ask his attorneys, and I was to give him five days to do this.

Q Now, you testified previously, did you not, that Mr. Gulino mentiond something about some paper or petition to have employees sign?

A Yes, sir.

Q Did there ever come a time when you got that?

A Petition, yes, sir.

Q Do you recall who gave it to you?

A Mr. Gulino.

Q All right.

A Oh, no. I'm sorry, Your Honor.

JUDGE SARRICA: All right. I'll let you correct it.

A It was Mr. Fineguerra.

Q Where were you when he gave it to you?

A In the dining room. Sorry, sir. In the dining room.

Q What did he -- do you recall approximately when this was?

A He brought it to me at 10:30 in the morning on my break.

Q Do you remember what month it was?

A Late November.

Q Late November, is that your answer?

A Yes, I think. Late November.

Q Did he -- was anybody with you when he gave it to you?

A No. I was by myself.

Q What did he hand you?

A He handed me a long blank piece of paper.

Q How many? Was it more than one? One?

A Yes. There was --

JUDGE SARRICA: What?

MR. SCHWARTZ: Yes, what?

Q How many? Did he give you one paper?

A Two. Two I believe it was.

Q Did he say anything to you?

A Yes.

He told me that this is what Mr. Gulino gave him to give to me. And I was to have these names of all the co-workers names placed on this petition.

Q I show you General Counsel's Exhibit Number 7 in evidence.

Is that one of the things he gave you?

(Handing document to witness.)

A Not in the morning. This is not the petition he gave me in the morning.

Q What did he give you in the morning?

A A plain piece of paper.

Q What did you tell him?

A I told him that this meant nothing to me, that I wanted a letterhead from the Local 4's union on it, and then it would be an official paper from Local 4, then I would get names put on it.

Q Did there ever come a time when you got what is General Counsel's Exhibit 7 in evidence?

A Yes, sir.

Q When was that?

A That night at 7:30.

Q Who gave it to you?

A Mr. Pineguerra.

MR. EISENBERG: At this time I'd like to ask that this document labeled General Counsel's Exhibit 10.

(The above referred document was marked General Counsel's Exhibit No. 10 for identification, as of this date.)

JUDGE SARRICA: We'll be off the record.

(Discussion off the record.)

JUDGE SARRICA: On the record.

In the off the record discussion it was ascertained that what has been marked for identification as General Counsel's Exhibit 10 in in reality the second sheet of General Counsel's Exhibit 7, and the parties have stipulated to add that sheet previously marked General Counsel's 10 as